Government of Mizoram, Mizoram Police

Crime and Criminal Tracking Network & Systems (CCTNS)

Request for Proposal for Selection of System Integrator for Comprehensive AMC (Annual Maintenance Contract) support of Data Centre, Disaster Recovery Centre & CAS application

RFP No. CRM/SCRB/CCTNS/SI/17/132

Contents

LIST OF ABBREVIATIONS

AT	Acceptance Testing
BOM	Bill of Material
BPR	Business Process Reengineering
CAS	Core Application Software
CBI	Central Bureau of Investigation
CCTNS	Crime & Criminal Tracking Network and Systems
CID	Criminal Investigation Department
SPMU	State Project Management Unit
CrPC	Criminal Procedure Code
DCRB	District Crime Record Bureau
DGP	Director General of Police
DIG	Deputy Inspector General of Police
DRC	Disaster Recovery Centre
DSP	Deputy Superintendent of Police
EMD	Earnest Money Deposit
EMS	Enterprise Management System
FIR	First Information Report
FRS	Functional Requirement Specifications
GIS	Geographical Information System
GPS	Global Positioning System
GRP	Government Railway Police
HLD	High Level Design
HO	Higher Office
IGP	Inspector General of Police
IIF	Integrated Investigation Forms
IO	Investigation Officer
IPC	Indian Penal Code
ITB	Instruction to bidders
LAN	Local Area Network
LIMS	Lawful Interception Monitoring System
LLD	Low Level Design
MCOPS	Mizoram Computerization of Police Service Society
MHA	Ministry of Home Affairs
MIS	Management Information System
MPLS	Multiprotocol Label Switching
NCR	Non-Cognizable Report
NCRB	National Crime Record Bureau
NeGP	National e-Governance Plan
NIC	National Informatics Centre
PCR	Police Control Room
PHQ	Police Headquarters
PS	Police Station
RFP	Request for Proposal
SAN	Storage Area Network
SCRB	State Crime Record Bureau
SDA	Software Development Agency
SDC	State Data Centre
SDPO	Sub-Division Police Office

SHO	Station House Officer
SI	System Integrator
SLA	Service Level Agreement
SOA	Service Oriented Architecture
SP	Superintendent of Police
SPMC	State Project Management Consultants
SPMU	State Program Management Unit
SRS	Software Requirement Specifications
SSL	Secure Sockets Layer
SWAN	State Wide Area Network
ITB	Instructions to Bidders
VPN	Virtual Private Network
VAPT	Vulnerability Assessment & Penetration Testing
XML	Extensible Markup Language

SECTION-I: PREFACE

SECTIONS OF THE RFP

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1. About this document

The purpose of this document is to select a System Integrator for the comprehensive onsite AMC of CCTNS Data Centre & CAS Application of Mizoram Police for a period of 3 (Three) years. Bidders are advised to study this document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This RFP document is not transferable. This document must be read in its entirety. Please verify that you have a complete copy.

SECTION-II: DATA SHEET

2. Data Sheet

SL. NO.	INFORMATION	DETAILS
1.	RFP Reference No.	RFP No. CRM/SCRB/CCTNS/SI/17/132
2.	Addressee and Address at which proposal in response to RFP notice is to be submitted	O/O DIG (CID) & Nodal Officer CCTNS CID Complex Bungkawn Aizawl, Mizoram Email ID: cctns_mz@ncrb.nic.in
3.	Non-Refundable Tender Cost in the form of DD in favour of MCOPS (The original DD needs to be submitted to the purchaser along with the hard copy of Technical Envelope)	Rs. 1500/- (One thousand five hundred) only drawn in favour of MCOPS (Mizoram Computerization of Police Service Society) payable at Aizawl. <table><tr><td>Name of Beneficiary</td><td>Mizoram Computerization of Police Services Society (MCoPS)</td></tr><tr><td>Name of the Bank</td><td>State Bank of India</td></tr><tr><td>Name of Branch</td><td>Aizawl Branch</td></tr><tr><td>Address</td><td>Soloman's Cave Aizawl, Mizoram.</td></tr><tr><td>Account No. (as appearing in the Cheque Book)</td><td>30955089707</td></tr><tr><td>IFSC</td><td>SBIN0001539</td></tr><tr><td>MICR Code</td><td>796002002</td></tr></table>
4.	Earnest Money Deposit (EMD/Bid Security) in the form of DD or BG and should be valid for at least 180 days **after the bid submission deadline date**. The BG should be issued by the Scheduled bank operating in India. in **MCOPS as per the Tech Form 3**	Rs. 3,00,000/- (Three Lakh) only in the form of DD/BG drawn in favour of MCOPS (Mizoram Computerization of Police Service Society) payable at Aizawl. (The original DD/BG needs to be submitted to the purchaser along with the hard copy of Technical Envelope)
5.	Pre-Bid Meeting/ Conference	A pre-bid meeting/ conference will be held on 30th September 2019 at the address given below: O/O DIG (CID) & Nodal Officer CCTNS CID Complex Bungkawn Aizawl, Mizoram
6.	Last date, Time (deadline) for receipt of proposals in response to RFP through courier/ registered post/ by hand.	11th October 2019 by 15.00 Hrs
7.	Date, Time and Venue of opening of Technical Proposals received in response to the RFP notice	11th October 2019 at 1600 Hrs.

8.	Place, Time and Date of Technical Presentations by the Bidders	To be intimated
9.	Place, Time and Date of opening of Financial Proposals received in response to the RFP notice	To be intimated
10.	Contact Person for queries in mail.	DySP (CCTNS) SCRB Office, SP Aizawl Office Building, Top Floor, Treasury Square, Aizawl Email: Cctns_mz@ncrb.nic.in

SECTION-III: Instructions to Bidders (ITB)

A. General	
1. General Information	1.1 The Identification Number of the RFP is: CRM/SCRB/CCTNS/SI/17/132 1.1.1. The Purchaser is: Mizoram Police– the state Agency for CCTNS project implementation of Mizoram 1.1.2. The Bidder is: 1.1.2.1. A company having a CMMi Level 3 or above certification or a consortium company having CMMI Level 3 or above partner having experience in data center implementation and support, Application design, development, Customization, roll out and support. 1.1.2.2. The bidder and consortium partner should have good experience in project implementation of large ICT/ e-Governance experience of MMP projects. 1.1.2.3. **In a consortium partnership it is mandatory that the CMMi level 3 or above partner will be responsible for AMC support of Data Centre, Application development, customization, Bug testing and Roll out of new version of application and SLA and application support to client locations**. 1.1.2.4. The lead partner of the consortium should have certification of CMMi 3 or above. The consortium should not have more than 2 partners. 1.2. **Bidding process:** 1.2.1. The bidder is required to submit the RFP response (technical and financial proposal) in hard & soft copy as per timelines and instructions specified in ITB & data sheet. 1.2.2. The bid evaluation would be carried out in two stage, first the technical proposal will be evaluated (pre-qualification and technical evaluation) followed by commercial evaluation for selection of L1 Bidder based on the technical qualification which will be minimum of 70% to qualify. 1.2.3. The financial bid will be opened only for those bidders who score minimum 70% of the technical mark. 1.3 Name of the RFP: **"Comprehensive AMC (Annual Maintenance Contract) support of Data Centre, Disaster Recovery Centre & CAS application"** 1.4 For clarification and Bid submission purposes only, the Purchaser's address as given in the data sheet. 1.5 The details regarding the RFP process shall be available through Portals of Govt. of Mizoram Website. The eligible bidders should visit the website from

		time to time and get the status updates. All details uploaded on the website from time to time.
		1.6 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the CCTNS Mizoram based on this RFP.
		1.7. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
		1.8. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Mizoram Police. Any notification of preferred bidder status by the Mizoram Police shall not give rise to any enforceable rights by the Bidder. The Mizoram Police may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Mizoram Police.
2.	Payment conditions	2.1. Payments made under the Contract shall be in accordance with the terms and conditions of the Agreement between the Purchaser and the Bidder.
3.	Corrupt Practices	3.1 Purchaser requires bidders to observe the highest standard of ethics during the execution of the contract. a) The following definitions apply: i. **"Corrupt practice"** means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract ii. **"Fraudulent practice"** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; iii. **"collusive practices"** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to influence the action of any party in a procurement process or the execution of a contract; iv. **"coercive practices"** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract; b) Purchaser shall reject a proposal for the award of Contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. c) Purchaser shall declare a firm ineligible, either indefinitely or for a stated period of time, for execution of such contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or

	in executing the contract OR if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Purchaser or a beneficiary of the fund, during the procurement or the execution of that contract, without the Purchaser having taken timely and appropriate remedial action 3.2 Any communication between the bidder and the purchaser related to matters of alleged fraud or corruption must be made in writing. 3.3 No margin of preference shall apply.
4. Eligible Bidders	4.1. The bidders qualifying the eligibility criteria mentioned in the RFP Section IV document shall be termed as Eligible Bidders and shall be eligible for opening of their Technical & financial proposal. 4.2. Sole Bidder - The Sole Bidder must be a company, which has the capabilities to deliver the entire scope of work as mentioned in the RFP. The Sole Bidder cannot bid as a part of any other Consortium Bid under this RFP. Sole Bidder should not be a blacklisted entity by any Government Agency. 4.3. Consortium of companies - In case Bidders are bidding as a Consortium. 4.3.1. Maximum of 2 companies are allowed to come together to form a Consortium. One Lead Bidder and one consortium partner. 4.3.2. As a part of Technical Proposal submitted by Consortium, the Consortium shall provide an agreement between the Consortium Members clearly stating the roles and responsibilities of Consortium Member. Clarity amongst roles and responsibilities of consortium members will be part of evaluation of technical proposal. Lack of clarity in roles and responsibilities in technical proposal may render the bid as non-responsive and may lead to disqualification of bid. 4.3.3. The Consortium Members must identify a Lead Bidder among the Consortium Members who will be liable for the entire scope of work under this RFP and risks involved thereof (the liability will be for the entire value of the Contract). 4.3.4. The non-Lead Bidder Consortium Member will be liable for the scope of work for which they are responsible for along with the Lead Bidder i.e. liability will be limited to the value of the specific scope of work; while the Lead bidder will carry the liability for the entire scope of work and risks involved thereof). 4.3.5. Each entity can be a member of only one Consortium for this RFP 4.3.6. All consortium members must be part of the contractual arrangement between themselves before submitting the bid. Executed Consortium agreement needs to be enclosed with technical proposal. 4.3.7. None of the members of the Consortium should be a blacklisted entity by any Government Agency. 4.3.8. Any change in the consortium member at a later date should not be allowed for cases where the consortium has benefited from the non-lead bidders credentials/ experience.

		4.3.9 All Consortium Members should be registered legal entities in India and have signed Integrity Pact as provided in this RFP
5.	**Eligible Goods and Related Services**	5.1. For the purpose of this Clause, the term "Goods" includes hardware/ software if any; and "Related services" includes services such as insurance, transportation, associated documentation, installation, customization, integration, field survey, testing and commissioning, training, technical support, maintenance and other necessary services to be provided by the selected bidder and necessary for successful AMC services and supply, installation & commissioning of new hardware/software/services if applicable to the project as specified in the contract.

B. CONTENTS OF BIDDING DOCUMENT

6.	**Sections of the Bidding Document**	6.1 The Bidding Document consists of the Sections as indicated below and should be read in conjunction with any Additions issued in accordance • Section I. Preface • Section II. Data Sheet • Section III. Instructions to Bidders (ITB) • Section IV. Eligibility Criteria • Section V. Evaluation Methodology • Section VI. Terms of Reference • Section VII. General Conditions of Contract (GCC) • Section VIII. Special Conditions of the contract • Section IX. Pre-qualification & Technical Proposal Forms • Section X. Financial Proposal Forms • Annexure A - E 6.2 The Invitation for Bids issued by the Purchaser is a part of the Bidding Document. 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser. 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
7.	**Clarification of Bidding Document**	7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the ITB/Data Sheet. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so by issuing a corrigendum. 7.2 The Purchaser shall organize a Pre-Bid Conference at the time and place indicated in ITB/Data Sheet. The purpose of the conference will be to clarify issues and answer queries that the bidders might have. Bidders are requested to submit their queries in writing to reach the purchaser not later than 1 day before the conference. Any modifications to the RFP which may become necessary as a result of pre-bid conference shall be made by the

	Purchaser exclusively by issuing Addendum/ corrigendum and not through the clarifications of the pre-bid conference.
	7.3 The participants for the Pre-Bid Conference have to carry a signed authorization letter/mail from company.
	7.4 A pre-bid conference will be held at the address and time given in the data sheet
8. Amendment of Bidding Document	8.1 At any time prior to the deadline for submission of the Bids or the award of the contract, the Purchaser may amend the Bidding Document by issuing addenda/ revised RFP.
	8.2 The Purchaser, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder may add, modify or remove any element of the Goods (including hardware, software, etc.) or any component of Related Service entirely or any part thereof from the bid document till the time of award of contract. All bidders will be notified of any such change.
	8.3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids.
	8.4 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.
C. PREPARATION OF BIDS	
9. Cost of Bidding	The Non-refundable Tender Cost as per the data sheet.
10. Language of Bid	10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the **English**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1 The Bid shall comprise single outer envelope containing Technical proposal, including Tender Cost and EMD as mentioned in ITB.
	11.2. In case the BG is submitted for EMD then the bidder shall furnish **the address, fax no. of the bank issuing the Bank Guarantee**.
	11.3. Bids with Technical Proposals which do not conform to the Eligibility Criteria mentioned in Section IV will be termed as non-responsive and will not be evaluated further and shall be summarily rejected.
	11.4. Financial Proposals of technically responsive Bids shall be opened in public at the date and time to be advised by the Purchaser. The Financial Proposals shall be evaluated as per Evaluation Methodology mentioned in **Section V** of the RFP.
	11.5. The Technical Proposal shall contain the following:
	a) Technical Proposal Submission Sheet;
	b) Tender cost fee as mentioned in the ITB;
	c) POA authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB;
	d) documentary evidence in accordance with ITB establishing the Bidder's eligibility to bid;

	e) documentary evidence in accordance with ITB, that the Goods and Related Services conform to the Bidding Document; and f) documentary evidence in accordance with ITB establishing the Bidder's qualifications to perform the contract if its Bid is accepted; g) Bidders should submit a confirmation certificate from OEM mentioning that the equipment proposed for AMC FOR Data Centre and DR will be provided support for 3 year h) From the date of signing of the contract agreement as per the format attached in Tech Form 11 in Section IX. i) Anything to be supplied new to the DC as part of replacement of existing hardware the bidder should ensure that none of the product proposed should be End of Sales and the certificate to this effect should be provided by OEMs for at least <mention the equipment>. 11.6. The Financial Proposal shall contain the following: a) Price proposal has to be submitted in accordance with ITB. b) Price Proposal should clearly indicate the price to be charged exclusive of all the taxes. The tax should be mentioned separately.
12. Tender cancellation or bid rejection	The purchaser will have the right to cancel the tender and reject the L1 bid at any time without giving any explanation to the bidder.
13. Alternative Bids	Alternative (alternate technology/architecture/design/ functionality or Proposals with multiple options) bids shall be rejected.
14. Currencies of Bid	14.1. Bidders should express their bid price in INR. Wherever reference to "Rupees" or "Rs." as currency has been made, the same should be taken as "Indian Rupees".
15. Period of Validity of Bids	15.1. **Bids shall remain valid for the period of 180 days w.e.f the date bid submission deadline date prescribed by the Purchaser.**
16. Bid Security/EMD	16.1. The Bidder shall furnish as part of its Technical Proposal, a Bid Security/EMD in original form and in the amount and currency as provided in ITB. 16.2. The Bid Security/EMD shall be in the form of a Demand Draft /Bank Guarantee from a Scheduled Indian bank as notified by Reserve Bank of India. The Bid Security shall be valid for one hundred and eighty (180) days from **the bid submission deadline date prescribed by the Purchaser**. This shall also apply if the period for bid validity is extended further.
17. Format and Signing of Bid	17.1. The original copy of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. 17.2. The written confirmation of Authorization to sign on behalf of the Bidder shall consist of Notarized Power of Attorney shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. 17.3. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the Bid. 17.4. Response Formats duly filled along with supporting documents shall be page numbered and stitched, book bound as one volume. Each page of the bid (along with the supporting documents including CVs) should be

	signed by the authorized signatory. Spiral/Sipco bound documents with end sealed may also be accepted. The documents submitted in any other way is liable to be rejected.
	17.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
D. SUBMISSION AND	**OPENING OF BIDS**
18. Sealing and Marking of Bids	18.1. The bidder shall enclose the Technical Proposal in sealed envelope. The submission of bids shall be in accordance with the instructions given below:
	18.2. **Envelope 1: Technical Proposal**
	The Bidder shall enclose the Technical Proposal in sealed envelope, duly marking the envelopes as "TECHNICAL PROPOSAL- for **Comprehensive AMC (Annual Maintenance Contract) support of Data Centre, Disaster Recovery Centre & CAS application**". The documents as per the ITB clause 11.
	This envelope *should not* contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.
	The Technical proposal should be submitted with two printed copies of the entire proposal and a soft copy on non-rewriteable compact discs (CDs) with all the contents of the technical proposal. The words "Response to Technical Proposal – **Comprehensive AMC (Annual Maintenance Contract) support of Data Centre, Disaster Recovery Centre & CAS application**" 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.
	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.
	18.3. **Envelope 2: Financial Proposal**
	The Financial Proposal will be submitted only in the printed format and the bidder is expected to submit only one copy of the Financial Proposal as per the forms in this RFP. All the documents related to financial response should be inside this envelope. All the pages in the Financial response should be on the letterhead of the Bidder with a seal and signature of the authorized signatory of the Bidder. The hard copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed **"Financial Proposal – Comprehensive AMC (Annual Maintenance Contract) support of Data Centre, Disaster Recovery Centre & CAS application"**.
	(Not to be opened with the Technical Proposal) at the top right-hand corner.
	18.4. **Envelope 3:**
	All the above 2 envelopes along with the cover letter, should be put in envelope 3 which shall be properly sealed. The outside of the envelope

	must clearly indicate the name of the project (**"CCTNS: Response to the RFP for Selection of System Integrator for Comprehensive AMC (Annual Maintenance Contract) support of Data Centre, Disaster Recovery Centre & CAS application"**). **Note: The outer and inner envelopes mentioned above shall indicate the name and address of the bidder agency. Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline.**
19. Deadline for Submission of Bids	19.1. Bids must be received by the Purchaser no later than the date and time specified in the Section II Data Sheet and at the address indicated in the ITB. 19.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
20. Late Bids	20.1. No hardcopy will be accepted if the bidder fails to submit as per due date and time. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 19. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
21. Withdrawal, Substitution, and Modification of Bids	21.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 17.2. The corresponding withdraw / substitute of the bid must accompany the respective written notice.
22. Bid Opening	22.1 The Purchaser shall conduct the opening of Technical Proposals in the presence of Bidders' representatives who choose to attend on the date and time specified in the Section II Instruction to Bidders & Data Sheet or a fresh date & time will be intimated to the bidders as applicable. 22.2 The Purchaser shall advise the responsive bidders in writing about the date, time, and location of the opening of Price Proposals.
E. EVALUATION AND COMPARISON OF BIDS	
23. Confidentiality	23.1 Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process. 23.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid. 23.3 Notwithstanding ITB, from the time of opening the Technical Proposals to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. If the bidder or any of his subcontractors/consortium members meet the Purchaser's personnel, it will be considered as "coercive practices", and may result in rejection of the bid.

24. Clarification of Bids	24.1 To assist in the examination, evaluation, comparison and post qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the documents submitted for technical evaluation/ documents submitted which is not readable/ arithmetic errors of the price proposal discovered by the Purchaser in accordance with ITB.
	24.2 However in case the document not submitted for pre-qualification criteria/ eligibility criteria will be rejected for bid acceptance for further technical and financial evaluations.
25. Responsiveness of Technical Proposal	25.1 The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
	25.2 A responsive Technical Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
	a) does not meet all terms and conditions of the RFP;
	b) affects the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
	c) limits or is inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract;
	d) If rectified would unfairly affect the competitive position of other Bidders presenting responsive Technical Proposals.
	25.3 If a Technical Proposal is not responsive to the Bidding Document, it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
26. Non-conformities, Errors, and Omissions	26.1 Provided that a Technical Proposal is responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
	26.2 Provided that a Technical Proposal is responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	26.3 Provided that a Technical Proposal is responsive, the Purchaser will rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component without any additional cause by the bidder.
	26.4 In case the Technical Proposal is responsive in compliance with materials/goods/ services/ support the purchaser will rectify the price proposal in case it is non-conformities, errors and omissions and ask the bidders to reflect the price for the non-conforming items or component without any additional cost of the proposed bid by the bidder.

	26.5. In case the bidder failed to address, the bid will be rejected and the EMD will be forfeited.
27. Examination of Terms and Conditions; Technical Evaluation	27.1 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the RFP document have been accepted by the Bidder without any material deviation or reservation. 27.2 The Purchaser shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in the Scope of Work at **Section VI (Terms of Reference)**, of the Bidding Document have been met without any material deviation or reservation. 27.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not responsive in accordance with ITB, it shall reject the Bid.
28. Evaluation of Bids	28.1 The Purchaser shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be responsive. 28.2 To evaluate a Price Proposal, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in **Section IV (Eligibility Criteria) and Section V, Evaluation Methodology**. No other criteria or methodology shall be permitted. 28.3 To evaluate a Price Proposal, the Purchaser shall consider the following: a) The Bid Price quoted in Price Proposal Submission Sheet inclusive of all duties, levies and taxes. b) Price adjustment in accordance with ITB for missing or non-conforming item(s) or component(s). 28.4 The Purchaser shall award the Contract to the Bidder on L1 basis among responsive bidders. 28.5 The bids shall be evaluated on total cost not on individual item cost.
29. Comparison of Bids	29.1 The Purchaser shall compare all responsive bids, in accordance with ITB. 29.2. In case the price of the L1 bidder is below 30% or above 25% of the average quoted price, the purchaser has the right to reject the proposal to ensure that no bidder is quoting too low or too high which may impact the project. 29.3 In case of single bid the purchaser will have the right to accept or reject the price bid as per their budget availability
30. Purchaser's Right to Accept Any Bid, and to reject any or All Bids	30.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
F. AWARD OF CONTRACT	
31. Award Criteria	31.1 The Purchaser shall award the Contract to the Bidder on L1 basis and is responsive to the Bidding Document.
32. Purchaser's Right to Vary Quantities at Time of Award	32.1 During or before execution of the Contract, the Purchaser reserves the right to increase or decrease the BOM up to 15% of the discovered price.

33. Notification of Award	33.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. 33.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
34. Signing of Contract	34.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement with the Conditions of Contract. 34.2 Within fourteen (14) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. 34.3 The successful Bidder shall provide an undertaking that the key staff identified for the project (as submitted in its bid proposal) shall be available for the respective proposed work requirement, anytime during the duration of the project, till its successful completion.
35. Performance Security	35.1 The Performance Security shall be in the form of Bank Guarantee issued by a Scheduled Indian Bank as notified by Reserve Bank of India. 35.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC. 35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement within 14 days of the receipt of notification of award shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security without any notice. In that event the Purchaser may award the Contract to the next successful Bidder whose offer is responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. 35.3 On acceptance of offer, the successful bidder shall provide Performance Security of ten (10) percent of the total Contract value with a validity for a Period of 60 days beyond the date of completion of contractual obligations/warranty.
36. Local Conditions	36.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The purchaser shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the purchaser. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the lack of such clear information or its effect on cost of the works to the bidder.
G. INTERPRETATION	
37. Interpretation the RFP document	The Bid Document, Schedules, Annexure(s), the statements, exhibits and sections, if any, comprises the whole and complete Document
38. Similar Project	The project similar to the scope of work defined in the Terms of Reference of this RFP for DC/DR implementation and management, Application development, testing and customization, MIS Report, Dashboard design and customization, Change management and capacity building training for large e-Gov application training, data digitization.

H. SETTLEMENT OF DISPUTES	
39. Governing Law	The governing law shall be: Laws applicable in exclusive jurisdiction of The High Court of Mizoram or concerned courts subordinate to its exclusive Jurisdiction.
40. Resolution of Disputes	The formal mechanism for the resolution of disputes shall be: If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolved through arbitrator mutually nominated by Mizoram Police and the bidder apart from appointment of independent arbitrator individually by both parties. The place of arbitration shall be Mizoram and provisions of Arbitration and Conciliation Act 1996 & rules made there under shall be applicable.
I. MANUFACTURER AUTHORIZATION	

41. OEM Authorization Letter	41.1 The Bidder needs to submit the manufacturer's/Producers/OEM Authorization letter in the name of the Purchaser authorizing the bidder to provide the support and service including warranty during the contract of AMC for equipment mention in Annexure B in the BoM. Separate letter may be obtained from each OEM addressed to the Purchaser. All DC equipment including application and software not limited to the following
	    a) All Oracle product in the Data Centre
	    b) All CISCO products
	    c) Qmail mailing solution
	    d) Sophos
	41.2 The Detail certificate may be submitted in the technical proposal as per the letter in the **Tech Form 11** given in the RFP for manufacturer/ Producers/OEM Authorization.

SECTION-IV: ELIGIBILITY CRITERIA

Please note that Bidders should submit all documents confirming the qualification as per the eligibility Criteria mentioned. The bid is liable to be rejected without submission of relevant documents. The bidder should meet the Qualifying Requirements as mentioned below:

1. Pre-qualifying Requirements

The bidder should meet the Qualifying Requirements as mentioned below:

SL No	Qualifying Requirements	Documents Required
A. PRE-QUALIFICATION Criteria		
1.	The bidder should be duly registered as one of the following – A company registered under Indian Companies Act, 1956 or 2013. *OR* A partnership firm registered under Indian Partnership Act, 1932. *OR* A company registered under the Limited Liability Partnership/LLP Act, 2008. *OR* A Sole Proprietorship Firm duly registered under relevant statute	Duly attested copies of Certificate of incorporation and certificate of commencement of business issued by the Registrar of companies have to be submitted.
2.	Power of Attorney for authorized signatory of the bid document	Power of Attorney certificate for authorized signatory
3.	Non-refundable Tender fee in the form of DD	Amount of INR 1500/- (One Thousand five hundred) only in the form of DD in favor of MCOPS.
4.	Submission of Earnest Money Deposit (EMD) of INR 3 Lakhs (Rupees Three lakhs) in the form of DD/BG with a validity of 180 days from the date of submission of bid. The BG may be from a scheduled commercial bank operating in India.	Amount of INR 3 Lakhs (Rupees Three lakhs) in the form of DD/BG in favor of MCOPS. BG as per Tech Form 3 under Section IX
5.	The single bidder should be a CMMi Level 3 company or above **OR** In case of consortium the lead bidder should be CMMi Level 3 company The consortium should not have more than 2 partners. The lead bidder will be a single point of contact for all kind of activity and escalation. **Note: - Any activity related to application development/testing/configuration has to be undertaken by the designated lead bidder only and cannot be outsourced or subcontracted or sublet to**	Attested copy of valid and relevant certificate needs to be provided. In case of consortium, a MoU (As per Tech Form 14 under Section IX) for consortium agreement needs to be furnished mentioning that roles and responsibility of each of the partner as per provided forms.

	any other party. Also, bidder with CMMi level 5 would also qualify.	
6.	The bidder should have average annual turnover of INR 5 Crore for the last 3 Financial years from IT/ITES business.	The audited balance sheet and Profit & loss statement for financial year 2015-16, 2016-17 and 2017-18 are to be submitted for bidder/ consortium partners. Also, a certificate from the Statutory Auditor of the bidder/ consortium partners has to be submitted mentioning the turnover from IT/ITES business is more than INR 5 Crores.
7.	The bidder should have a positive net worth for the three financial years ending March 2019.	The audited balance sheet and Profit & loss statement for last 03 financial years are to be submitted as documentary evidence duly certified by statutory auditor.
8.	The lead bidder should have experience on design and development of application, customization, bug testing along with Operation & Maintenance support for projects meeting the criteria mentioned below. (i) 01 Project of value INR 2 Crore or more *OR* (ii) 02 projects of value INR 1 Crore or more *OR* (iii) 3 projects of value of INR 0.75 crore or more Project credentials of Government and Public sector Undertakings within India will be considered. The value mentioned above should be for design and development of application, customization, bug-testing along with Operation & Maintenance.	LOI / Work order needs to be submitted for proof. If the work has been completed the completion certificates provided by the engaging agency or agencies should be submitted.
9.	The bidder / consortium partner should have provided AMC support for IT infrastructure (Server/Storage/Firewall/Network equipment) at Data center meeting the criteria mentioned below. (i) 01 project of value INR 2 Cr or more *OR* (ii) for 2 Projects of value INR 1 Cr or more *OR* (iii) for 3 projects of value INR 0.75 Cr or more Project credentials of Government/PSU and Public sector Undertakings within India will be considered. The value mentioned above should be for supply and installation of IT hardware at Data center/Server farm.	LOI/Work order needs to be furnished. If the work has been completed the completion certificates provided by the engaging agency or agencies should be submitted.
10.	The Bidder/ or any of the consortium partners should not be blacklisted by any Government/Government agency/ PSU in India as on the date of bidding.	Undertaking to this effect to be submitted as per the given format. In case of consortium all partners should submit separate certificate.

Functional Requirements:

Mizoram Police reserves the right to ask for any additional information and also reserves the right to reject or accept the bid of any/all bidder(s), if in the opinion of Mizoram Police the qualification data is incomplete or the bidder(s) is found not qualified to satisfactorily execute the requirements of the project and no communication shall be entertained in this regard in future what so ever.

SECTION-V: TECHNICAL EVALUATION METHODOLOGY:

The purpose of this clause is only to provide the Bidders an idea of the evaluation process that Mizoram Police may adopt. However, Mizoram Police reserves the right to modify the evaluation process/ criteria at any time during the RFP process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change**.**

1. **Preliminary Examination of Bids**

   1.1. Mizoram Police will examine the bids to determine whether they are complete, required information have been provided as underlined in Section IV Eligibility Criteria of the bid document, the documents have been properly signed, and whether bids are generally in order.
   1.2. The Bidder who fails to comply with any of the conditions mentioned therein may be termed as non-responsive and will not be evaluated further. Proposal of Bidders satisfying all conditions of Section-IV Eligibility Criteria with 70% technical score shall be eligible for opening of their price bids.
   1.3. Bidder should note that the AMC Price has to be quoted for total quantity of work for the period of 3 years. The Price quoted must be inclusive of taxes shall be used for the purpose of evaluation.

2. **Evaluation of the Bids**

   2.1. Compliance to Requirement stipulated in the TENDER, duly supported by documentary evidence will be evaluated in detail.
   2.2. Mizoram Police has the right to seek clarification from the respective bidder. Written reply, if any, submitted in response to the clarification sought by Mizoram Police, will be reviewed.
   2.3. Mizoram Police may interact with the Customer's whose references are submitted by bidder, if required.
   2.4. The evaluation committee will determine if the price proposals are complete and without computational errors.

3. **Evaluation of Technical Bids**

   3.1. The Technical evaluation of only those Vendors would be carried out who qualify the eligibility criteria as mentioned in Section IV of the RFP.
   3.2. The board of officers evaluating the technical bids may call for additional documents, presentation etc. in support of the facts and figures provided by the Bidder Vendors in the technical bids.
   3.3. Vendors not cooperating in the bid evaluation or failing to produce the additional documents etc. as required by the Technical committee will be rejected.

3.4. The Technical Evaluation Committee report will be approved by MIZORAM POLICE post which the Price Bids of only those Firms/Vendors will be opened for whose Technical Bids who clear the technical evaluation with 70% marks out of 100 marks.

4. Technical Evaluation Scoring Matrix

SL No	Criteria	Marks	Supporting
A.	**BIDDERS EXPERIENCE –30 Marks**		
1.	1.1. The lead bidder should have successfully designed and developed application, customization, testing along with Operation & Maintenance support for projects of value 1 Crore or more **(10 marks)**. • 1 to 2 projects: 6 marks • 2 or 4 projects: 8 marks • > 4 projects: 10 marks 1.2. Marks for the submission of work completion documents/ certificates: Weightage of work completion certificate marks will be given to the value of the projects and not on the quantity of completion of work orders **(5 marks)**. <table><tr><td>One project completion of value >3 Crore</td><td>5 marks</td></tr><tr><td>One project completion of value >2 Crore</td><td>4 marks</td></tr><tr><td>One project completion of value >1 Crore</td><td>3 mark</td></tr></table>• The value of the projects will be considered as a single entity. • The value of the projects should not be summed up for clarity say Project A has value 1 crore and Project B has 1 crore, the project value will not be considered as 2 crores (by summing up the two projects). Projects undertaken within India will be considered. The value mentioned above should be for design and development of application, customization, bug testing along with Operation & Maintenance.	10+5=15	Copies of purchase orders or LOI needs to be enclosed. If the work has been completed the completion certificates provided by the engaging agency or agencies should be submitted.
2.	1.1. The bidder / consortium partner should have provided support to IT infrastructure (Server/Storage /Firewall/ Network equipment) at Data center having minimum value of Rs. 1 Crore **(10 marks)**. • 1 project: 3 marks • 2 or 3 projects: 6 marks • > 3 projects: 10 marks 1.2. Marks for the submission of work completion documents/ certificates: Weightage of work completion certificate marks will be given to the value of the projects and not on the quantity of completion of work orders **(5 marks).**	10+5=15	Copies of purchase orders or LOI needs to be enclosed. If the work has been completed the completion certificates provided by the engaging agency or agencies should be submitted.

One project completion of value >3 Crore	5 marks
One project completion of value >2 Crore	4 marks
One project completion of value >1 Crore	3 mark

	• The value of the projects will be considered as a single entity. • The value of the projects should not be summed up for clarity say Project A has value 1 crore and Project B has 1 crore, the project value will not be considered as 2 crores (by summing up the two projects). Project credentials of Government and Public sector undertakings within India will be considered. The value mentioned above should be for supply and installation of IT hardware at Data center/Server farm.		
B.	**Key Resources - 40 Marks** **(As per qualification criteria mentioned in the RFP Annexure C)**		
3	CAS application resources (2 resources)	**20**	Relevant CV as per the format in Tech forms
	System Admin (1 resource)	**10**	Relevant CV as per the format in Tech forms
	Network and Security Admin (1 resource)	**10**	Relevant CV as per the format in Tech forms
C.	**Technical Presentation on understanding, approach and methodology and proposed solution = 30 Marks**		
4	a) Understanding of the CCTNS project & Mizoram Police requirement- 5 Marks a) Approach and Methodology for CAS support – 10 Marks b) Solution for the project for MIS report, Data Digitization, Integration solution, Project Support -10 Marks c) Helpdesk support SLA & documentation- 5 Marks	**30**	Presentation in form of PPT and hardcopy of 03 sets in colour print needs to be submitted on the day of presentation. One copy of presentation in CD/DVD also to be submitted.

5. Evaluation of Commercial Bids

    5.1. Commercial bids of only the technically qualified short-listed bidders will be opened and evaluated. The qualifying marks of Technical proposal is 70% out of 100 Marks.

    5.2. Arithmetic errors in the Bids submitted shall be treated as follows:

        5.2.1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and

5.2.2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of MIZORAM POLICE, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.

5.2.3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

6. Successful Evaluated Bidder

6.1. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder inclusive of all taxes.

6.2. Bidder who has quoted the lowest will be declared as successful evaluated bidder who will be called L1 Bidder.

6.3. The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by MIZORAM POLICE.

6.4. MIZORAM POLICE will have the right to drop any item / services from L1 price

6.5. In case the L1 price is lower than 30% of average quoted price the employer has the right to review the cost and take necessary decision in the interest of project including rejection of L1 bid.

SECTION-VI: TERMS OF REFERENCE

1. Project Background: CRIME AND CRIMINAL TRACKING NETWORK SYSTEM (CCTNS)

The Crime and Criminal Tracking Network Systems (CCTNS) was conceptualized by the Ministry of Home Affairs in detailed consultation with all stakeholders and implemented as a "Mission Mode Project (MMP)" and which has adopted the guidelines of the National e-Governance Plan (NeGP). CCTNS aims at creating a comprehensive and integrated system for enhancing the efficiency and effectiveness of policing at all levels and especially at the Police Station level through adoption of principles of e-Governance. CCTNS will operate through the creation of a nationwide networked infrastructure for evolution of IT enabled state-of-the-art tracking system around "investigation of crime and detection of criminals" in real time, which is a critical requirement in the context of the present-day internal security scenario.

The scope of CCTNS spans all 35 States and Union Territories and covers all Police Stations (20,000+ in number) and all Higher Police Offices (6,000+ in number) in the country. The CCTNS project includes vertical connectivity of police units (linking police units at various levels within the States – police stations, district police offices, state headquarters, SCRB and other police formations – and States, through state headquarters and SCRB, to NCRB at GOI level) as well as horizontal connectivity, linking police functions at State and Central level to external entities. CCTNS also provides for a citizen's interface to provide basic services to citizens.

The sample Architecture of CCTNS Data Centre for reference only.
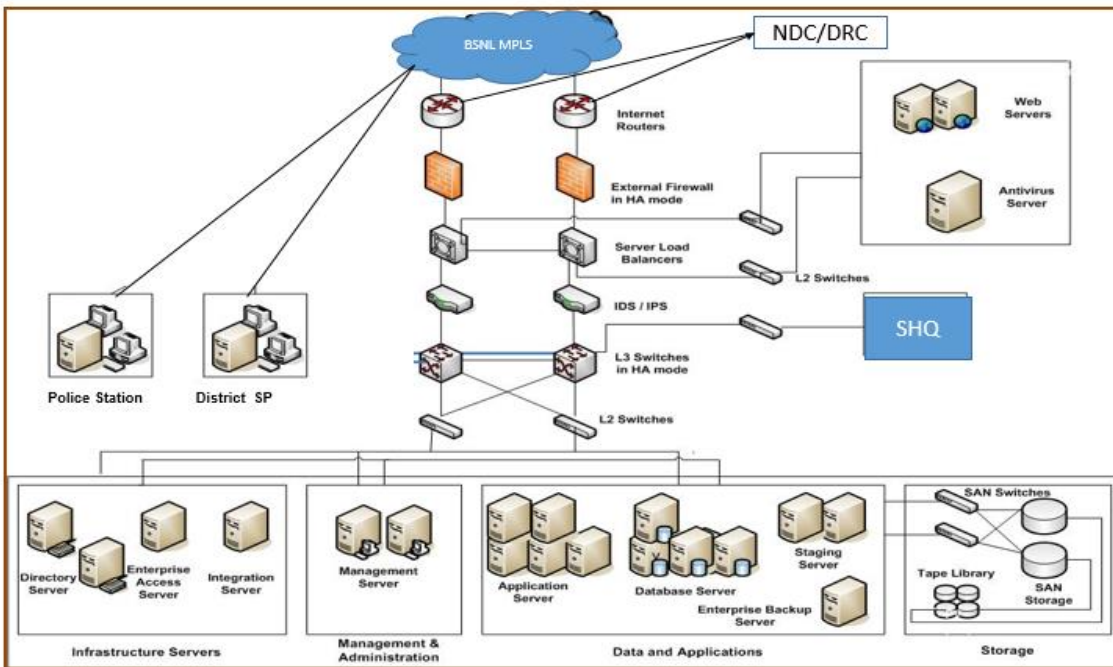
2. Stakeholders of the Project

The impact of the police subject being sensitive, a consultative and a bottom-up approach has to be adopted in designing the MMP impacting the following stakeholders:
- ✓ MHA/NCRB/Others
- ✓ Govt. of Mizoram
- ✓ State Police department
- ✓ Citizens/ Citizens groups
- ✓ External Departments of the State
- ✓ Non-Government/Private sector organizations

3. State Designated Agency & Governance structure.

Mizoram has been designated as State Designated Agency at the state level that to serve as a channel for transfer of funds from GOI to State and from State governments to the vendors implementing CCTNS.
   i. Payment & fund management
   ii. Work completion audit
   iii. Contract singing

The Governance Structure of State Designated Agency is as follows:
(i) State Apex Committee
(ii) State Empowered Committee
(iii) State Nodal Officer
(iv) State Mission Team
(v) State Project Management Unit (SPMU)

The Administrative and Financial decision is taken by the State Nodal Officer on the advice of State Mission team and SPMU. The monitoring and tracking will be done by the state project management unit (SPMU) for day to day operation for all the engaged vendors for DC & Client site infrastructure. The report and financial report submitted by the selected SI will be received by State Mission Team and will be audited and monitored by the SPMU within a 15 days' time from the date of receipt of the document. However, for the clarification it is stated that the functional control will be with state nodal officer and the activity will be monitored and communicated with state nodal officer at o/o Mizoram. No correspondence should be made in the name of MIZORAM POLICE. All communication and correspondence will be accepted at the office only.

4. Data Centre/ National Data Centre/ Disaster Recovery Centre:

The CCTNS Data Centre is currently operational at SDC Mizoram. The Data Centre is successfully catering the physical infrastructure, Internet Bandwidth, IPs and power back up for CCTNS Rack containing the servers, storage & other hardware deployed for CCTNS operation in the state. The data Centre is connected to 91 client sites locations covering 39 police stations and 52 Higher Offices across the state.

CCTNS Data entre is currently connected with National Data Centre and data is shared regularly with the NDC using dedicated link provided by NIC. The Disaster Recovery site is located at New Delhi with 1 no. of rack having 2 rack servers and 6 nos. of blade servers
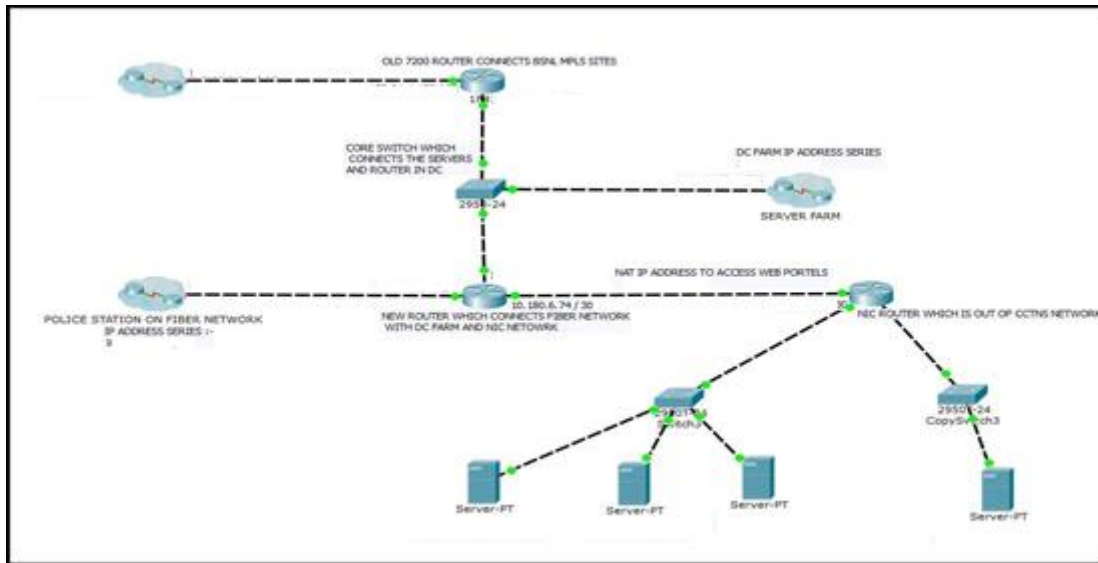
Schematic Diagram of CCTNS Mizoram

The Core Application Software (CAS 4.5) is deployed at the SDC Mizoram which is developed centrally by Software Development Agency under the aegis of NCRB for every states/UTs. The CAS Centre is shared with State for roll out in the state with scope of state level testing, customization and management support. CCTNS Mizoram is using Java Stack platform along with the key services not limited to the below:

    i.   CAS 4.5 version of Java stack application and the database MySQL
    ii.   The servers for CCTNS Mizoram are running with Sun Solaris.
    iii.   CAS testing, customization, Integration testing for other services at state level
    iv.   MIS report design and customization for state specific requirements
    v.   Entry of case records at the Police Stations across the State.
    vi.   Data digitization and migration of Historical records

5. Client Site Infrastructure:

Mizoram Police have 08 police districts and Mizoram city police Commissionerate where the 39 police stations and 52 higher offices are spread across in a geography largely consisting of plane, valley and hilly region. The districts are controlled by District SP where the SDPO, CI & OCs of police stations are responsible for operation of police activity in the districts. Each PS is having Two (2) Desktop machine acting as Offline Server for CAS Application and the rest minimum Two (2) desktop PC will function as client. The districts are provided with hardware & accessories, Generator, Network connectivity, LAN & Electrical including chemical Earthing in every police Stations for CCTNS operation. The core application software (CAS) has been designed for online and offline mode operation at PS level where data digitization and process of various services is done. In other hand in few higher offices using online CAS application for monitoring and supervisory role. Every district has District e-Mission Team and Knowledge Partner to monitor and manage the CCTNS project.

6. Connectivity at the client locations

The BSNL link is the primary connectivity for CCTNS Mizoram. The BSNL is providing 512Kbps VPNoBB link to 91 Police Stations and Higher Offices.

7. Scope of work:
7.1. Broad scope of work

The scope of work of the selected Bidder may be given as follows:

i. The selected bidder to provide comprehensive support and maintenance for the infrastructures at Data Center and DR locations consisting of application, Database, storage, backup, Network & security assets.

ii. The maintenance service shall consist of Preventive, Breakdown maintenance of all IT Hardware Assets and Network Infrastructure at DC and DR. SI will take corrective and remedial measures providing technical and FMS support for O&M. Maintenance support for existing software of OS/ applications/Database / AV License management for DC and DRC.

iii. Maintenance support of existing Core Application Software (CAS) and customization of the CAS application to ensure continuity of business at Data Center, CAS Offline at 91end locations, Citizen Portal website hosted at State Data Center, DRC & NDC.

iv. The Bidder will do the testing of bug for new CAS version released by Software Development Agency (SDA) of GOI for CAS online & offline version for State, uploading of bugs in Bugzila, identify the scope for fixations of bugs as a work around solution.

v. Development of additional modules if required for Integration with other services in the state, customization of Police Portal, Citizen Portal and design and development of MIS dashboard as per state requirements.

vi. Integration of CCTNS CAS using web services with external agencies/departments/ICJS projects

vii. The customization of CAS will be carried out by selected SI as per the state Specific requirements. The bidder will write additional code, script or modify the e-form of existing application, work flow on the request of state.

viii. Management support for the storage and backup of the CCTNS data at DC & DR.

ix. Liaison with the Network Service Provider for troubleshooting the Connectivity issue to resolve the application issues at the client locations.

x. Maintenance support to existing Networking, Switch, Firewall, and integrating with aggregated bandwidth from various network service provider i.e. BSNL/ NIC /SWAN/others for data exchange with client, DC, DR & NDC.

xi. For providing the bundle of services as per the scope of work and for meeting the SLA defined in RFP, the successful bidder has to deploy resources for Data Centre, CAS application, Software & application, mail, Operation & Maintenance. The bidder must deploy good quality resources as per the details given in Annexure C. Any resources not found suitable, will be replaced with equivalent or higher skill set resource, after getting necessary approval of state within 30 days of notice by client.

xii. The bidder may propose additional resources and support staff to carry out the defined task to meet the project objectives, timeline, scope of work and service level agreement defined in RFP as per their understanding.

xiii.   Support for the integration of SMS gateway service provided by NICSI or other external agency where SMS/OTP is to be provided for Citizen Service request tracking and user login.

xiv.   Integration support for external agency like passport, Prison, FSL, Court, Prosecution, State Portal services for data exchange and single sign on for using CCTNS Services by the state users. Also support integration with UIDAI / state level database / Digi Locker or any external agency for seamless data exchange during the contract period.

7.2. Detail Scope of work of the bidder for AMC

1.	**AMC support for DC and DR infrastructure and application support:**
	a) The Bidder has to render comprehensive AMC support service for CCTNS Data Centre and DR on 24X7 basis for all kind of support services for the Hardware, software, and services running in the CCTNS Data Centre. However, the resource deployment will be during the business hours only with a contingency plan for non-working hours, Holidays including sat/Sunday.
	b) Maintenance & Troubleshooting of Servers (Application, Database, and Email) installed at the DC and DR such as patches update, taking back up of log files, system files, regular changing of password of the equipment.
	c) Updating of the System Software, Application software and Antivirus, Database, Routers, Switches & Firewall so that the system firmware or patches should be up to date.
	d) Maintenance of the infrastructure/ Sever health as per the service level defined in the SLA or as per the requirement of Mizoram Police.
	e) The Bidder has to support in taking backup of the file system, database and server log files on Daily/Weekly/Monthly basis with the storage provisioned by SDC Mizoram or as per the requirement of CCTNS Mizoram.
	f) Overall the equipment should be maintained in full working condition as per the industry standard
	g) The Bidder should extend technical resource support for the DR site for CCTNS Mizoram during the contract period.
	h) The Bidder should help in configuration of DC-DR for data replication/ restoration at DC as well as DR end.
	i) The Bidder should help providing support including writing/executing script/ configuration management for the data backup and replication of the CCTNS Database.
	j) The team will also support for data sharing, data restoration and data quality checking between the DC, DR and NDC.
	k) Any additional Hardware/Software required (if any) for DC/DR commissioning will be procured through Change Request
	l) All DC and DR hardware and software related configuration is the sole responsibility of the bidders.
	m) Co-ordination with Software Development Agency at GOI level for correction of bugs / any addition of acts/section of police / new suggestions / issue & challenges for smooth project operation.
2.	**Management of System Software / Application licenses at DC and DR with AMC support**

	a) The comprehensive AMC support includes management of the OEM, License renewal management. The details of software/ application are attached as ANNEXURE B. b) The successful bidder shall co-ordinate with OEMs for support for configuration issues, hardware replacement, etc. c) The Bidder has to give support for the management of the OEM the existing various software licenses for CCTNS Mizoram namely Oracle Sun Solaris, Qmail Mail, MySQL and other related software which are running in the data center. d) The Bidder has to give back to back solution for up-gradation, validation of the existing software from the respective OEM. e) The SSL certificate installation on DC server to allow https access with encryption. f) The bidder may also be required to install and configure Digital Signature procured through third party vendor for the CCTNS purpose at DC & Client locations. g) The bidder must support the SMS/OTP services for maintenance, configuration of API in the Data Centre Application server as and when required. h) The bilingual and Unicode of local language may be supported, integrated in the DC for local language typing in the CAS application and browsing of websites in local language. i) The bidder has also to configure e-mail for Police communication and SMS services through API in CAS application for both Police Application and citizen portal services. j) Creation of a Centralized Repository for file Sharing.
3.	**I.CAS Application management & support:** a) The SI has to support the day to day support of CAS for resolution of issues. b) Functionality testing of new build of Core Application Software (CAS) periodically released by MHA / NCRB/SDA for identification of any functionality bugs and glitches. c) Testing to be carried out at state testing environment set up at SP office Aizawl. The testing of the new build has to be done for CAS online, offline and citizen Portal module. d) Post the identification of bugs, the severity of the bug has to be categorized into- Major, minor, Critical, Showstopper and the bugs has to be fixed by the bidder. e) Along with functionality testing, SI will re-verify the existence of old bugs in new version, in case of any further bugs, the work around solution has to be provided for business continuity at the PS/HO level. f) Reporting of the bugs has to be done to CAS Helpdesk or in Bugzila for rectification of issues by SDA further the same has to be apprised to State/SPMU for further discussion. g) SI will submit the testing report containing the Package Deliverables, New Enhancements, Features, Fixes and correction, status of sync utility & the issues reported with no of bugs found out for all the three modules of CAS - offline, online and citizen portal h) In case of new releases or customization SI will plan for CAS rollout activity post the completion of the testing after discussion with State Nodal Officer/State team/SPMU. i) The selected SI needs to share and submit the plan for CAS rollout activity which will be based on push/pull mechanism using BSNL intranet connectivity. j) SI needs to migrate the state specific customization carried out in earlier version to the newer version before rollout of latest version of CAS across the state. k) The new version of CAS application to be released by MHA/NCRB needs to be roll out across all the Police Stations which are covered under CCTNS System. **II.CAS customization support:**

The requirement of the customization as in the following will be required but not limited to

a) SI needs to conduct the gap analysis for state specific requirements after discussion with State team.
b) SI will share a feasibility for the customization to be carried out as per the Do's & Don'ts guidelines provide by SDA and is within the purview of SRS. And any customization requirement will be given as per the approved guidelines of Software Development Agency and being followed by other States on CCTNS.
c) The testing and customization primarily need to be carried out at testing environment followed by successful completion of work and will provide demo to State Team.
d) Post the completion of the testing the go-ahead will be given by the State to SI for deployment to production environment.
e) SI will not make any changes in CAS structure without the prior approval from State.
f) The State specific requirements of customization of CAS & Citizen Portals will be the responsibility of the SI and the same has to be completed during the contract period. If additional back office resource support is required to supplement the effort of onsite team, the bidder must plan the same.
g) Creation of Module for capturing Motor Accident Cases report
   - Developing module for motor accident cases which is linked to FIR.
   - Cases related to motor accident will capture important motor accident cases details so that it will enable creation of state database and generation of analytical report.
h) Enabling access with other portal such as Vahan / Sarathi portal to all PS over CCTNS Network for decentralized data entry.
   - Registration of Theft/Recovered vehicles can be done directly by PS
   - Vehicle Ownership search can be done by PS/District instantly using CCTNS network
   - Track the missing child / Khoya Paya access to all PS using CCTNS Network
   - PS can do the data entry directly using CCTNS network.

III. Citizen Portal:
a) The bidder has to fully operationalize the Citizen portal and related services across the state of Mizoram within the first 06 months of onboarding with necessary bug testing, validation of data & additional customization.
b) These Services are Protest/Strike, procession, Event/Performance request, Character Certificate, Tenant Verification, Domestic Help Verification and Employee Verification.
c) SI will do the content updating of website on periodical basis based on the go-ahead received from state such as Phone Directory, email list, needs to be done after thorough testing at UAT environment.
d) The Bidder needs to customize, update or create new and innovative pages keeping the security features in high priority.
e) Citizen portal will be customized to accept OTP based login, security features like CAPTCHA and two-level authentication method, forgot UID / Password support to help citizen for smooth use of portal.

f) The citizen portal may be protected at all time by ensuring industry standard security process enablement and periodical audit to detect malware, Intrusion attempt, DOS or any suspicious activity by analyzing the logs of servers, applications.

IV. MIS Dashboard Reports:

The indicative list of the activity but not limited to are Generation of MIS Dashboard report, development of Search Analytical tool, Citizen Services Tracker

a) SI will do the customization of MIS dashboard for generation of various types of reports for monitoring and review by supervisory authorities.

b) The dashboard reports will be customized by selected bidder based on the input provided by State/SPMU.

c) Selected bidder will do the POC for report at UAT followed by demo to state team and once approved the same needs to be deployed at production environment.

d) The generated dashboard reports need to have clarity for the purpose and may be extracted in various formats (Doc, excel, PDF, TIFF)

e) The generated reports will be in statistical as well as in graphical form.

f) Each report will have the provision to select one or multiple sub-criteria from the drop-down list.

g) The MIS dashboard should be designed for three level reports i.e. State level data, District level data & PS level data.

h) The dashboard should be able to generate various reports such as
   - Total GD and IIF/ Total IIF forms/ Total FIR forms/ Total Final forms/ Total IIF count
   - Crime against women & Children/ Senior Citizens/ SC/ST
   - Reports on Acts & Section say, Arms Act/ Juvenile Justice Act
   - Monthly/ Quarterly/ yearly reports Accident Statistics/ Crime Comparison/ Heinous Crime / Total arrest/surrender forms/ Dacoity/ Murder, etc.

i) MIS on crime comparison report should be provided for two consecutive years.

j) MIS report should facilitate search by accused name, Modus Operandi, by acts / section /FIR Search by Act or Sections/ FIR Search by Major and Minor Head/ Cases pending for a particular day say 60/90 days/ Report on rape POCSO cases by acts or sections

k) The Citizen will be able to search/track submitted Services available on portal.
   - Online registration of complaint / Lost & found Property / PRC Verification/ Domestic Help verification / Employee verification / Protest/Strike request / Procession request / Event performance request / Tenant verification/ Foreigner Registration /Vehicle inquiry.
   - the Real Time information/ MIS report over smart phone / Can save/print in PDF, Excel, Word format/
   - SMS/e-mail alert to supervisory officer for submitted citizen services / delay in delivery / completion of task.

l) The MIS dashboard should provide tracking of heinous crime and help to generate Alert on Cases such as POCSO, Rape, Heinous cases for not filling charge sheet after a stipulated timeline. For easy management and tracking alert dashboard has to be developed for below:

- POCSO dashboard for registered cases to track case status where accused is arrested by charge-sheet pending for disposal.
- Supervisory officers can track the disposal of cases of any PS/District/State.
- POCSO cases pending for charge sheet for 45 days, 60 days and 90 days
- Similarly, user can search for any ACT and SECTION using the MIS dashboard
- Mandatory provisions have been made for completion of investigations of Rape cases for which alert dashboard has been facilitated.
- Supervisory officers can track the disposal of cases of any PS/District/State.
- Enabled alert SMS to SHO and SP for Rape, POCSO & Heinous cases.
- Alert will be sent on completion of 45/60/75/90 days from the date of arrest for Rape/POCSO cases.
- For heinous cases the SMS alert will be sent in 90th Day from the date of FIR registration.
- Process enabled to comply with latest Supreme Court guideline.

m) Crime comparison report of PS/District/State.
n) Additional customization may be done as per client requirement.
i) Apart from the above the indicative list of customization requirement may be mentioned as Lost & found property, Customized Case Diary for CCTNS auto-generating, Passport verification using CCTNS
j) Alert Dashboard and SMS Alert for POCSO, Rape, Heinous cases, etc.
k) Additional customization may be done as per client requirement.

The report should have a provision to select multiple options for the purpose of comparison.

V. Development of additional modules at state level with Change Request.
a) State may desire for development of additional modules not limited to, Wild life, Narcotics & Drugs, Extremist or Terrorism module, Immigration and Border Module, Jail Management as per requirement during the contract period under Change Request with additional cost limited to 15% of contract value.

VI. Integration with external agencies with CCTNS for electronic exchange of Data/information.
a) CCTNS Mizoram is expected to be integrated with other agencies for sharing of data electronically such as e-court, Passport, FSL, Prosecution, Prison, State Portal services for data exchange and single on (SSO) and other external departments. Selected Bidder will support in integration of CCTNS with other external agencies as mentioned above by developing e-forms for electronic exchange of data using web-services or connectors other technical requirements to integrate and enable the exchange of data electronically between CCTNS and external agencies.
b) Selected bidder will support integration and design and develop web services through APIs / Scripts / Coding as applicable for enabling the data exchange. The integration process includes authentication, encryption, log tracking, archiving, process and exchanging of data using CCTNS services by the state users.
c) Integration with ICJS / e-district / SSDG portal will be the primary role of SI during the contract period to support.

	VII. Security Audit and testing/ VAPT: a) SI will do periodical security audit and testing of Data Center Servers / Application / Database / network & security infra to avoid any security lapses. b) SI must facilitate third party VAPT audit annually by authorized agencies empaneled in CERT-IN or similar organization recognized by Govt. of India / State Govt. c) Security audit of the system needs to be carried out for: • Audit of Network, Server and Application security mechanisms • Assessment of authentication mechanism provided in the application /components/ modules • Assessment of data encryption mechanisms implemented for the solution • Assessment of data access privileges, retention periods and archival mechanisms • Hardening of Server, networking equipment and Application security features incorporated d) Performance review of parameters include request-response time, work-flow processing time, concurrent sessions supported by the system Performance review to avoid all single point of failures.
4.	**Manpower Resource**
	a) SI has to provide manpower support for both onsite and off-site support for the CCTNS Mizoram b) SI has to deploy 01 full time resources for System Administration of existing Data Centre / DR and 02 Application/software developer resources for a period of 03 year with knowledge and experience on application development, customization, multiple layering architecture, conversant with web integration of application for inter/intra domain. c) SI has to provide manpower support through remote support / need base visit support for the Network Security and Database (DB) Admin / Storage admin as and when required. d) Application resources should have strong experience in SRS/FRS Design and architecting work flow solutions and conversant with Technology Platforms such as Java, J2EE, Jasper, XML etc., Strong Database skills including MS SQL Server, MySQL etc. e) SI to provision offsite support resources of database, Network & security, CAS application customizations and new development activity, storage & backup support as per SLA for smooth operation of project. f) Further, if additional back office resource support is required to supplement the effort of onsite team, the bidder must plan the same for the AMC of the DC & DR as well as the Application support. g) The resources should be conversant with the latest open source platform for development and design of application, Conversant with platforms, tools and frameworks used in application development. The details of the Manpower requirement are Attached as Annexure C.
5.	**Change Management support**
	a) Selected SI will support the Change Management initiative organized by the employer. The Technical resources needs to travel for conducting workshop, change management meeting along with the state team to various district headquarter as and when requested.

	b) SI will support the change management activity through technical presentation, knowledge sharing of CAS, MIS report & dashboard and other citizen services related to CCTNS project including hands on demo through web-based services of CCTNS. The SI will share other relevant technical information like mobile app, integrated services or any similar application as and when provided by the Employer or developed by the SI through Change Request. c) SI in consultation with State/SPMU will develop the contents, presentations and sample videos to explain the objectives of the program, what is in it for them and their people, what the benefits they are going to receive. d) SI shall define the requirements based on the detailed analysis and design the necessary content (reading material, presentations) in English, Hindi, or possibly in Local Language (Mizo) for the Change Management Workshops.
6.	**Project Documentation & Reporting**
	a) The Bidder will update the project progress on daily/weekly basis as agreed upon during the contract signing. b) The reporting template will be shared by the state to the Bidder which may likely to change during the progress of the project. c) The reporting should mention any issues and challenges faced by the Bidder during project rollout. d) Monthly / Quarterly SLA report for every month by 7th of following month needs to be submitted. e) All MOM / SOPs / letters to be shared in mail / hardcopy as applicable.
7.	**Risk Mitigation & Planning**
	a) Data Centre Network Security for external threat & the mitigation plan b) Identification various threat perception for Data Centre & on the best practices as per the industry standard c) Risk identification & mitigation plan for Data backup, recovery and disaster management d) Issue related to application testing, customization & rollout challenges in client location e) Risk identification for, OS patch management & licensing. f) Risk identification for Servers, mail back up g) Risk identification of CAS & other applications h) Risk identification & mitigation plan based on the ITIL/ ITSM as per the industry standard
8.	**Approach for Taking over**
	a. The bidder should prepare a comprehensive plan for understanding of the project by visiting the data center if required. b. The bidder should deploy qualified senior resources for assessment of exiting DC/Application and other relevant activity of infrastructure & Data Centre. A detail checklist needs to be submitted to client. The bidder must take necessary precaution to extract critical information for DC related activity and application support, so that the operation is not impacted. This exercise needs to be planned immediately after issue of LOI/Work order and the bidder must have a plan ready.

9.	**Data digitization support by developing an integrated tool with CAS application:**
	a. Data Digitization and migration for historical records needs to be carried out by the respective Police Stations. SI will develop an inbuilt Data digitization tool integrated with CAS online application for digitization of historical records by the police station. The application will help PS to digitize historical data directly to the centralized database without any migration utility tool. b. SI will also support digitization / migration of any bulk data as and when required by the Client through change request.
10	**Helpdesk support:** SI may deploy open source tools for helpdesk support to call logging, response monitoring & call resolutions to ensure the call is properly logged, tracked and managed by SI with a measurable and auditable parameter. The call logging facility may be provisioned using existing CCTNS system by integrating open source tools / customizing a call log application which can be monitored at multiple levels.

SECTION-VII: GENERAL CONDITIONS OF THE CONTRACT

1.0	**General Provisions**
1.1	**Definitions** Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings: - a) "Applicable Law" means the laws and any other instruments having the force of law in the India and the state of Mizoram as they may be issued and enforced from time to time; b) "Bank" means any Scheduled Indian Bank as notified by Reserve Bank of India. c) "Client/Purchaser/Employer" means Mizoram Police, with its present address at Mizoram Police Headquarter, Aizawl Mizoram- d) "Service provider" means the successful bidder who has been awarded the Contract for the Comprehensive AMC (Annual Maintenance Contract) of CCTNS Mizoram e) "Agreement" means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications made in term of the Provisions of Clause 2.6 hereof; f) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof; g) "Currency" means the Indian Rupees h) "Personnel" means persons hired by the Service providers or by any sub-Service provider as employees and assigned to the performance of the Services or any part thereof; i) "Party" means the Client or the Service providers, as the case may be, and Parties mean both of them. j) "Services" means the work to be performed by the Service providers pursuant to this Agreement for the purposes of the project as per the Scope of work mentioned in the Terms of Reference here to; k) "Starting Date" means the date referred to in Clause 2.3 hereof; l) "Sub-Service provider" means any entity to which the Service provider sub-contracts any part of the services in accordance with the provisions of GC Clause 3.8, and; m) "Third Party" means any person or entity other than the Government, the Client, or the Service providers; **Relation between the Parties** Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Service providers. The Service providers, subject to this Agreement, have complete charge of Personnel and sub-Service providers, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.2	**Law Governing the Agreement** This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. All the services provided & manpower deployed under the contract should be governed by the applicable law and has to be insured and should indemnify the client from all the liabilities.
1.3	**Language**

	This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning interpretation of this agreement.
1.4	**Headings** The Headings shall not limit, alter or affect the meaning of this Agreement
1.5	**Notices** Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, speed post, Telegram or facsimile to such Party at the addresses specified hereunder: - **Client** **Service Providers** Attention: ---------------------------- Phone---------------------------- Telex---------------------------- E-mail-------------------------- Facsimile---------------------- [Note: Fill in the blanks] **Notice will be deemed to be effective as follows** The notice shall be deemed to be effective in the manner and at time as specified as follows: a) In the case of personal delivery, speed post or registered mail, on delivery; b) In the case of telexes, telegrams and facsimiles 24 hours following confirmed transmission; **Taxes and Duties** The bidder should quote **FIRM** prices. All the charges, taxes, duties, Levies/Octroi, Labour & Service tax on labour etc. should be quoted separately. Payment of any types of taxes/duties whatsoever shall not be made in any case if not quoted in the bids. Payment of any type of Govt. Statutory levies/taxes shall be the responsibility of the bidders. The offers, with the rates given in any form/Performa, other than that mentioned above, shall not be considered, in any case. About the income tax, surcharge on income tax, Service tax and other corporate taxes, the bidder shall be responsible for such payment to the concerned authorities and necessary applicable deductions as per the income tax, sales tax, work contract tax, service tax etc. will be

	made from the bills of the successful bidder. Any change in tax or new tax introduced by the GOI/State Govt., the contract value will remain same and the bidder will be responsible for payment of such taxes. The impact of GST and the related Tax will be decided once the applicable law is enforced with mutual consent of both the party.
2.0	**Commencement, Completion, Modification and Termination of Agreement**
2.1	**Effectiveness of Agreement** This agreement shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Service providers instructing them to begin carrying out of the services. The notice shall confirm that the effectiveness conditions, if any, listed in this agreement have been met.
2.2	**Termination of Agreement for Failure to Become Effective** If this Agreement has not become effective within such time period after the agreement signed by the Parties as shall be specified in this agreement, either party may, by not less than 15 (fifteen) days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either party, neither Party shall have any claim against the other party with respect hereto.
2.3	**Commencement of Services** The Service providers shall begin carrying out the Services at the end of such period after the effective date as specified in the agreement.
2.4	**Expiration of Agreement** Unless terminated earlier pursuant to GC Clause 2.9 hereof, the Agreement shall expire when services have been completed and all payments have been made at the end of such time period after the 'Effective date' as shall be specified in this agreement.
2.5	**Liability of Parties** This agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
2.6	**Modification** Modifications of the terms and conditions of this agreement, including any modification of the scope of the services, may only be made by written agreement between the parties. Pursuant to Clause 7.2 of this agreement hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.
2.7	**Force Majeure**
2.7.1	**Definition** a) For the purposes of this agreement, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot. Civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action are

	within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.
	b) Force Majeure shall not include
	   I. Any event which is caused by the negligence or intentional action of a party or such party's sub-Service provider or agent or employees, nor
	  II. Any event which a diligent party could reasonably have been expected to both
	    (a) Take into account at the time of the conclusion of this Agreement and (b) avoid or overcome in the carrying out of its obligations hereunder.
	c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2	**No Breach of Agreement**
	
	The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this agreement in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this agreement.
	
	  a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay.
	  b) A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
	  c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.3	**Consultation** Not later than thirty (30) days after the Service providers, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
2.7.4	**Extension of Time** Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.
2.8	**Suspension** The Client by written notice of suspension to the Service providers, may suspend all payments to the Service providers hereunder, if the Service providers fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Service providers to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Service providers of such notice of suspension. The client for any reasons beyond his reasonable control may ask the Service provider to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extra time period of such duration shall be granted as time extension on the original terms and conditions.
2.9	**Termination**

2.9.1	**By the Client**
	The Client may by not less than ninety (90) days written notice of termination to the Service provider, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, terminate this Agreement: a) If the Service providers fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 of this agreement hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing; b) If the Service providers (or if the Service providers consists of more than one entity, if any of their members) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; c) If the Service providers submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Service providers know to be false; d) If the Service providers fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 of this agreement hereof; e) If as the result of Force Majeure, the Service providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days; f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement. g) If the Service provider, in the judgment of the Client, was engaged in corrupt or fraudulent practices in competing for or in executing the agreement. **For the purpose of this clause:** "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in agreement execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of an agreement to the detriment of the Borrower and includes collusive practice among Service providers (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
2.9.2	**By the Service Providers**
	The Service providers may, by not less than ninety (90) days written notice to the Client such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause, terminate this agreement: a) If the Client fails to pay any money due to Service providers pursuant to this agreement and not subject to dispute pursuant to Clause 8 & 9 of this agreement hereof within forty-five (45) days after receiving written notice from the Service providers that such payment is overdue; b) If the Client is in material breach of its obligations pursuant to this agreement and has not remedied the same within forty-five (45) days (or such longer period as the Service providers may have subsequently approved in writing) following the receipt by the Client of the Service provider's notice specifying such breach; c) If as the result of Force Majeure, the Service providers are unable to perform a material portion of the services for a period of not less than sixty (60) days; d) d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to clause 9 of this agreement hereof.

2.9.3	**Cessation of Rights and Obligations**
	Upon termination of this Agreement pursuant to GC Clauses 2.2 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 of this agreement hereof, all rights and obligations of the Parties hereunder shall cease, except: -
	i. Such rights and obligations as may have accrued on the date of termination or expiration,
	ii. The obligation of confidentiality set forth in Clause 3.3 of this agreement hereof,
	iii. The Service provider's obligation to permit inspection, copying and auditing of their accounts and record set forth in Clause 3.7 of this agreement hereof,
	iv. The Service provider's obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by the Client, whereof, as a result of such default, and
	v. Any right, which a party may have under the Applicable Law.
2.9.4	**Cessation of Services**
	Upon termination of this agreement by notice of either to the other pursuant to Clauses 2.9.1 or 2.9.2 of this agreement hereof, the Service providers shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service providers and equipment and materials furnished by the Client, the Service providers shall proceed as provided, respectively, by Clauses 3.9, 3.10 or 3.11 of this agreement hereof.
2.9.5	**Payment upon Termination**
	Upon termination of this agreement pursuant to Clauses 2.9.1 or 2.9.2 of this agreement hereof, the Client shall make the payment pursuant to clause 6 of this agreement hereof for services satisfactorily performed prior to the effective date of termination, subject to other conditions of this agreement, to the Service providers (after offsetting against these payments any amount that may be due from the Service providers to the Client):
2.9.6	**Disputes about Events of Termination**
	If either Party disputes whether an event specified in paragraphs (a) to (c) Clause 2.9.1 of this agreement or in Clause 2.9.2 of this agreement hereof has occurred, such party may, within forty days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to Clause 10 of this agreement hereof.
3.1.1	**Standard of Performance**
	a) The selected Service Provider is obliged to work closely with the Company's representatives, act within its own authority and abide by directives issued by Mizoram Police in implementation activities.
	b) The Service Provider shall abide by the job safety measures prevalent in India and shall free Mizoram Police from all the demand of responsibilities arising from accidents or loss of life in the cause of which is the Service Provider's negligence. The Service Provider shall pay all indemnities arising from such incidents and shall not hold Mizoram Police responsible or obliged.
	c) The Service provider responsible for managing the activities of its personnel or sub contracted personnel and shall hold itself responsible for any misdemeanors.
	d) The Service provider shall take up all regulatory and other issues concerned with any Government of India bodies.

	e) The Service provider shall take the respective license required from concerned authorities for handling customers in any part of Mizoram/India. f) The job shall be carried out generally as per the acts, rules, regulations and other details as applicable in Mizoram. g) g) The manpower deployed, for all service purposes, shall be the sole responsibility of the Service provider alone and under no circumstances they would claim to be the employees of Mizoram Police. The bidder shall take care of the manpower deployed for their welfare and duties.
3.1.2	**Law Governing Services** a) The Service Agreement shall be governed by the Indian Law with Court Jurisdiction exclusively in Mizoram. b) The service provider shall comply with all other statutory provisions, rules and regulations. The service provider shall indemnify Mizoram Police On account of any default or non-compliance of any statutory provision, rules & regulations by it. c) Maintenance of facilities and personnel: The service provider using its own facilities & personnel shall do all work. d) Service provider should have valid labour license under the contract labour (R&A) act 1970 and the contract labour (Regulation and abolition) central rules 1971, before commencement of the awarded work and continue to have a valid license until the completion of the work. The Service provider shall also abide by the provisions of the child labour (prohibition and regulation) act 1986. Any failure to fulfill the requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work. e) e) The bidder shall bear the entire responsibility, liability and risk relating to coverage of work force deployed for Mizoram Police AMC project under different statutory regulations including but not limited to Workman Compensation Act, ESI Act, Factory Act, Contract Labour Act 1970 etc., RBI compliance and any other relevant regulations, as the case may be. f) The bidder shall indemnify Mizoram Police against any liability or damages by way of compensation arising from any accident to person or property of persons employed by you. g) The bidder shall indemnify Mizoram Police against any liability or damages by way of compensation arising from any accident to any other person related to or unrelated to you or Mizoram Police. h) Any violation in this regard will empower Mizoram Police to terminate the contract forthwith.
3.2	**Conflict of Interest**
3.2.1	**Service providers not to benefit from Commissions, discounts etc.** The remuneration of the Service providers pursuant to Clause 6 of this agreement hereof shall constitute the Service provider's sole remuneration in connection with this agreement or the services and subject to Clause 3.2.2 of this agreement hereof, the Service providers shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Service providers shall use their best efforts to ensure that any of the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
3.2.2	**Procurement Rules of Funding Agencies** If the Service providers, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Service providers shall comply with any applicable procurement guidelines applicable in the state of Mizoram and shall at all times perform such responsibility in the best interest of the Client. Any discounts or commissions

	obtained by the Service providers in the exercise of such procurement responsibility shall be for the account of the Client.
3.2.3	**Service providers and Affiliates not to engage in certain activities** The bidders/ Service providers agree that, during the term of this agreement and after its termination, the Service providers and any entity affiliated with the Service providers, as well as any sub-Service provider and any entity affiliated with such sub-Service provider, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any Project resulting conflict of interest to the Services.
3.2.4	**Prohibition of Conflicting Activities** The Service providers shall not engage and shall cause their personnel as well as Sub-Service providers and their Personnel not to engage, either directly or indirectly in any of the following activities: During the term of this agreement, any business or professional activities in the State of Mizoram, which would conflict, with the activities assigned to them under this Agreement.
3.3	**Confidentiality** a) Confidential information shall mean and include all data, documents, papers, data base, correspondence and any other information relating to Mizoram Police its business, operation etc. b) The Service provider shall maintain the confidentiality of all other orders/ information and shall neither disclose to anyone nor use the same for any purpose, what so ever without prior written approval of Mizoram police. c) c) If any such activities are observed, it will be binding on the Service provider to remove the person from his organization. Mizoram Police shall have the right to file a case against the Service provider/manpower in such cases.
3.4	**Limitations of The Service provider's Liability Towards Client:** a) Except in case of gross negligence or willful misconduct on the part of the Service providers or on the part of any person or firm acting on behalf of the Service providers in carrying out of the services, the Service providers, with respect to the damage caused by the Service providers to the Client's property, shall not be liable to Client – i. For any indirect or consequential loss or damage, and ii. For any direct loss or damage that exceeds: • the total payments for services made or expected to be made to the Service provider hereunder, or • the proceeds Service provider may be entitled to receive from any insurance maintained by the Service provider to cover such liability, whichever of (i) or (ii) is higher. b) The limitation of liability shall not affect the Service provider's liability, if any, for damage to third parties caused by the Service providers or any person or firm acting on behalf of the Service provider in carrying out the services. The Service provider's liability under this agreement shall be as provided by the applicable law. c) Total Liability of the service provider shall not exceed the contract value of this project.
3.5	**Service provider's liability towards risks and coverage:**

	The risks and coverage shall be as follows: - Client's liability and worker's compensation insurance in respect of the personnel of the Service provider and of any sub Service provider, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.
3.6	**Insurance to be taken out by the Service providers** The Service providers a) Shall take out and maintain and shall cause any Sub-Service providers to take out and maintain at their (or the Sub-Service providers, as the case may be) own cost, insurance against the risks, and for the coverage's, as specified in clause 3.5 above. b) At the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
3.7	**Accounting, Inspection and Auditing** The Service providers a) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and b) Shall permit the Client or its designated representative periodically, and up-to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.
3.8	**Service provider's Actions requiring Client's prior Approval** The Service providers shall obtain the Client's prior approval in writing before taking any of the following actions: Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service provider and the terms of conditions of the Sub-Contract shall have been approved in writing by the Mizoram Police prior to the execution of the sub-contract, and (ii) That the Service providers shall remain fully liable for the performance of the Services by the sub-Service provider and its personnel pursuant to this agreement.
3.9	**Reporting Obligations** The Service providers shall submit to the Client the reports and documents specified in relevant clause, within the time period set forth and also furnish specific data/information called for by the Client as and when required.
3.10	**Documents Prepared by the Service providers to be the Property of the Client** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Service providers for the Client under this agreement shall become and remain the property of the Client. The Service providers shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Client, together with a detailed inventory thereof. The Service providers may retain a copy of such documents and software.

3.11	**Equipment and Materials furnished by the Client**
	Equipment and materials made available to the Service providers by the Client or purchased by the Service providers with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this agreement, the Service providers shall make available to the Client an inventory of such equipment and material and shall dispose of such equipment and materials in accordance with the Client's instruction. Equipment and materials, the Service providers, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.
4.0	**SERVICE PROVIDER'S PERSONNEL** The Service providers shall employ and provide qualified and experienced Personnel as required to carry out the Services.
4.1	**Head Project & Team Leader** The Service providers shall ensure that at all times during the Service provider's performance of the Services in State of Mizoram, a Head Project/Team Leader, shall take charge of the performance of such services and they should be Permanent & Regular employee of the Service provider/company.
5.0	**Obligation of the Client**
5.1	**Assistance and Exemptions** The Client will assist to Service provider in grant of following from Government: - a) Provide the Service providers, the sub-Service providers and Personnel with work permits and such other documents as shall be necessary to enable the Service providers, sub-Service providers and Personnel to perform the Services; b) Assist the Service providers, sub-Service providers and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law; c) Grant to the Service providers, any sub-Service providers and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into State of Mizoram reasonable amount of currency for the purposes of the Services or use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
5.2	**Payment** In consideration of the Services performed by the Service providers under this agreement, the Client shall make to the Service providers such payments and in such manner as is provided by GC Clause 6 of this agreement.
6.0	**PAYMENTS OF THE SERVICE PROVIDERS** i. Quarterly deferred payment for AMC shall be made on submission of invoice/bills in triplicate within 45 working days from the date of completion of the quarter. SLA report of the quarter needs to be submitted by the successful bidder along with invoices in triplicate.

	ii. The contractor shall have no claim or reason to stop the services if payments are delayed. No interest on overdue (delayed) payment shall be made under any circumstances **iii.** Details of the payment process and any change will be governed as per SCC Clause No 26
6.1	**Currency of Payment** Except as may be otherwise agreed between the Client and the Service providers all payments under this agreement shall be made in Indian Rupees only.
6.2	**Mode of Billing and Payment** The billing and payment in respect of services shall be made as follows: a) Contract period shall be counted from the date of start of AMC, and this shall be confirmed by the project _In_ Charge, Mizoram police. b) The Contractor shall have no claim or reason to stop the services if payments are delayed. No interest on overdue (delayed) payment shall be made under any circumstances.
6.3	**Recovery** Any sum falling due or any loss caused due to this agreement shall be recoverable by the client from the Service provider as if it were arrears of land revenue.
7.0	**Fairness and Good faith**
7.1	**Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.
7.2	**Operation of the Agreement** The parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either party believes that this agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GC Clause 9 thereof.
8.0	The Service provider shall be liable for defects, discrepancies and disorders etc. in works executed under his supervision.
9.0	**Settlement of Disputes**
9.1	**Amicable Settlement** The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

9.2	**Dispute Settlement**
	Any dispute between the parties as to matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the Special Conditions of Contract.
9.3	**Jurisdiction**
	The contract has been entered into the State of Mizoram and its validity, construction, interpretation and legal effect shall be to the exclusive jurisdiction of the courts in Mizoram. No other jurisdiction shall be applicable.
10.0	**Transfer of ownership of the Hardware/ Software**
10.1	The ownership of the hardware/license will be with the state after the successful delivery and inspection of the items delivered (in case of new procurement). The inspection of the items will be done in presence of both the bidder and the client party.
10.2	Change Management Process a) Change Control Note ("CCN") I) Change requests in respect of the Agreement, the Project Implementation, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure E hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN. II) The SI and the MIZORAM POLICE / MIZORAM POLICE or its nominated agencies, during the Project Implementation Phase and the MIZORAM POLICE or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed Terms of reference and is suggested and applicable only after the testing, commissioning and certification of the AMC and implementation part of the project. III) It is hereby also clarified here that any change of control suggested beyond 15% of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 15% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the System Integrator and accepted by the MIZORAM POLICE or its nominated agencies or as decided and approved by MIZORAM POLICE or it Nominated Agencies. For arriving at the cost / rate for change up to 15% of the project value, the payment terms and relevant rates as specified in Annexure D shall apply. **Change Control Schedule:**

	This Schedule describes the procedure to be followed in the event of any proposed change to the Agreement, Project Implementation Phase, SLA and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the System Integrator and changes to the terms of payment as stated in the Terms of Payment Schedule. Changes proposed for amendments/ modifications in the CCTNS application shall be eligible under this schedule only after completion of one-year handholding support post Go-Live of the complete CCTNS solution in the State. The MIZORAM POLICE and SI recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The SI will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and MIZORAM POLICE / MIZORAM POLICE or its nominated agencies will work with the System Integrator to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement and
10.3	**Intellectual Property Rights:** **(i) Products and fixes:** All products and related solutions and fixes provided pursuant to this work order shall be licensed, according to the terms of the license agreement packaged with or otherwise applicable to such product in the name of MIZORAM POLICE. Bidder would be responsible for arranging any licenses associated with products. "**Product**" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to MIZORAM POLICE for license which is published by product owner or its affiliates, or a third party. "**Fixes**" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing. **(ii) Customized CAS (State):** SI shall neither hold nor shall claim to have any type of right(s) for the customization made in the Core Application Software (State) or on the additionally developed modules/ applications/ utilities/ APIs including source code and material (including upgrade/ updates/ fixes/ patches/etc.), as done during the implementation of the project and shall always lie with the MIZORAM POLICE. **(iii) Bespoke development:** The IPR rights for any bespoke development done during the implementation of the project will lie with MIZORAM POLICE. **(iv) Pre-existing work:** All IPR including the source code and materials (other than products or fixes) developed or otherwise obtained independently of the efforts of a party under this agreement ("**pre-existing work**") shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a nonexclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the bidder should grant MIZORAM POLICE a non-exclusive, perpetual, full use, fully paid-up enterprise edition license(s) to use, reproduce and modify (if applicable) the pre-existing work in the form delivered to MIZORAM POLICE as part of the service deliverables only for its internal business operations. Under such license either of parties will have no right to sell the pre-existing work of the other party to a Third Party.

| | | MIZORAM POLICE"s license to pre-existing work is conditioned upon its compliance with the terms of this agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with MIZORAM POLICE at the conclusion of performance of the services. |
| | (i) | All proposals and accompanying documentation of the Technical proposal will become the property of Criminal Investigation Department, Mizoram Police and will not returned after opening of the technical proposals. The commercial proposals that are not opened will be returned to the bidders. Criminal Investigation Department, Mizoram 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. Criminal Investigation Department, Mizoram 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. |

SECTION-VIII: SPECIAL CONDITIONS OF THE CONTRACT

1. Period of Contract: The total contract period will be of 3 years. However, initially the contract for the AMC and CAS application support will be signed for a period of 1 year. The contract period can be further extended for another 2 years on satisfactory performance & mutual agreement with the vendor & fulfilling the specified terms and conditions and at the sole discretion of the authority.

2. The services shall be rendered onsite from the Mizoram Police designated premises such as the Data Center, DR across the Mizoram Police where the software, hardware, and other infrastructure.

3. The number of IT equipment under AMC can be increased or decreased at the discretion of Mizoram Police.

4. In case any hard disk drive of any server, is replaced during warranty / AMC the unserviceable HDD will be property of Mizoram Police and will not be returned to SI.

5. The Bidder should cooperate and support, if Mizoram Police buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the Bidder. However, the penalty charges/ outages will not apply to SI for such supplemental hardware items installed.

6. Bidder shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met.

7. Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).

8. The Bidder shall develop and maintain an inventory database of all the DC & DR.

9. Updates/Upgrades/New releases/New versions: The SI shall provide from time to time the Updates/Upgrades/New releases/New versions of the Application software, operating systems, etc. as required. The SI should provide free Updates and Patches of the software and tools to Mizoram Police as and when released by OEM.

10. Software License Management: The Bidder shall provide software license management and control. Bidder shall maintain data regarding entitlement for application software upgrades, enhancements, refreshes, replacements, and maintenance.

11. The Bidder shall have complete manufacturer's technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues.

12. The Bidder shall provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting.

13. The Bidder would be responsible for arrangements with Manufacturer for all the technical support which shall at a minimum include but not limiting to online technical support and telephone support during the Mizoram Police's business hours (Business hours in Mizoram Police will be from 0900 hours to 1700 hours from (Mon-Sat) with one-hour break for lunch. Again, for Servers and other components for Data Centre which enable successful usage of CCTNS solution the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned. So that such backend activities have minimum effect on the performance.

14. Any up-gradation or schedule maintenance activity should be done after business hours preferably in weekend if not urgent.

15. Access for SI to the manufacturer's technical support staff to provide a maximum of 4-hour response turnaround time. There should not be any limits on the number of incidents reported to the manufacturer by SI as part of provisioning of support services to Mizoram Police. SI shall have access to the online support and tools provided by the manufacturer as well as should have 24x7 access to a variety of technical resources including the manufacturer's knowledge base with complete collections of technical articles specifically for Mizoram Police.

16. Whenever required by Mizoram Police, Bidder should be able to provide additional reports in a pre-specified format. The indicative services as part of this support are as below:

   16.1.   System Administration, Maintenance & Management Services

   16.2.   Application Monitoring Services

   16.3.   Backend Services (Mail, messaging, etc.)

   16.4.   IT Security Administration Services and Services as per industry standard

   16.5.   Backup and Restore Services

   16.6.   SMS Gateway

   16.7.   Work flow design, analysis

   16.8.   Additional Scripting of CAS application

   16.9.   Any hard disk that becomes faulty will be kept at PS level as it contents confidential client data.

17. The details of the existing equipment to be covered under AMC, are given in the Annexure- B attached to this RFP. The bidders are required to quote comprehensive AMC charges for each of the item in existing hardware list for the period of One year.

18. The quoted rates will include the cost of all labor, material and Transport & Packaging to complete the job in totality.

19. Bidders are expected to inspect the equipment's before quoting the price for the AMC after obtaining prior approval from Mizoram police.

20. The bidder must share the name of project director and escalation matrix within 07 days of issue of LOI/purchase order from the Employer.

21. Senior most of the Application Team will act as project manager for Data Centre. The senior of FMS / Helpdesk team will act as project manager for Infrastructure. However, the application project manager will be the single point of contact for all activity. However, the bidder may propose additional resources and project manager as per the requirements if feel so without any additional cost other than the resources proposed by the employer for this assignment.

22. The project director must supervise the activity and may have regular interaction with the Employer and onsite team to ensure quality of the work and prompt action for any kind of issue escalated to him/her.

23. The scope of the services for the Data Centre shall be on 365x24x7 basis. However, for the client locations it will be based on business hours as defined in this RFP.

24. Performance Bond/ Bank Guarantee/ Security Deposit: The Vendor shall submit a Performance Bank Guarantee (PBG) for 10 % of the total estimated value of the contract in favour of as details given in the data sheet of this RFP, issued by a public scheduled public sector bank authorized to conduct government business in the prescribed format within 30 days from the date of contract/issue of work order.

25. The PBG should remain valid for a period of 60 days beyond the date of completion of contractual obligations/warranty. The PBG will be returned to the Vendor on successful completion of all his obligations under the contract/work order. In case the execution of the contract/work order is delayed beyond the contracted period and the Client grants extension of delivery period, with or without LD, the supplier must get the BG revalidated, if not already valid.

26. **Payment schedule:**

    Payment for **the AMC of DC, DR:** The successful bidder will sign a Service Level Agreement (SLA) with Mizoram Police covering all the required services. The yearly contract amount of Comprehensive warranty will be equally divided into 4 quarterly payments. The payment will be made on completion of the quarter. The payment milestone is mentioned in the Annexure D. Pro-rata payment for delivery-based activity will also be considered for monthly / quarterly payment as applicable.

27. All payments to the System Integrator shall be made upon submission of invoices along with relevant sign-offs reports from Mizoram Police.

28. The bidder shall have to provide back to back support for Data Centre equipment from their OEM to avoid any support related issue during operation & maintenance phase. However, SI may propose a best effort model keeping the quality work in mind.

29. Any change in payment process will be done on mutual consent of both the parties in the interest of the project.

30. Deduction of penalty as per SLA will be done for every quarterly payment of AMC.

31. The payment of the bidder will be released after necessary deduction of taxes as applicable.

32. Quality of Spares:
    The equipment parts replaced must be new and equivalent in performance of existing parts or higher. Any deviation detected shall be considered as SLA violation and the contract may be terminated with additional penalty with two times the cost of the original equipment at present rate where the quality is compromised. The support should not be provided

33. Additional Charges:
    The AMC cost includes the traveling cost for rendering service throughout the year for one or all locations & for one or all systems.

34. Replacement of all the spares in Data center and Disaster Recovery (excluding consumables such as Printer Toner, UPS Batteries, and POL for generator) are included under the AMC. The replacement of defective spares with good quality and standard spares will be done by the bidder without any extra charge of any kind.

35. The maintenance work shall normally be done during business hours as defined under Service Level Agreement (SLA). However, in case of emergency maintenance may have to be done beyond office hours and even on holidays prior arrangement through proper communication should be worked out in all cases by the servicing agencies.

36. The operating environment condition in which the equipment is presently installed is quite satisfactory and the Bidder will not raise any condition with regard to the working environments for the equipment covered under AMC.

37. The vendor has to do the overall management of the existing OEM of CCTNS Mizoram. The vendor has to co-ordinate, liaison and manage the software licenses of all the IT infrastructures of DC in compliance to the SLA.

38. The bidder shall have to abide by all "terms & conditions" of the RFP, bidder may please note that the prices quoted shall include all required works to be done for the satisfactory completion of the entire scope during the contracted period.

39. Replacement of burnt part of equipment's is also covered under the scope of the successful bidder, for which no extra payment shall be made excluding force majeure conditions

40. The Purchaser reserves right to modify the terms and conditions of the Contract, during the Project execution, so as to meet contingency situations, which can arise from time to time. Such modifications would be discussed and agreed upon by the successful bidder taking into consideration the Cost, time and other implications. After finalization of modification, the Contract Agreement may be suitably amended, if required.

41. Successful bidder shall provide comprehensive maintenance services, including labor, repair and replacement of the faulty parts, for equipment specified in Annexure - B in order to keep the equipment's in good working condition. The successful bidder shall keep sufficient quantity of spare parts as applicable to the items in the scope of coverage for rendering AMC services with the minimum possible downtime throughout the tenure of the contract.

42. The maintenance service does not include Electrical work external to equipment or maintenance of accessories, attachments, equipment or other devices not covered under the agreement Within 14 days from the award of contract, the successful bidder, shall commence the services, covering the entire scope of work.

43. Document submission & approval process:

    The document submitted by the bidder during the period of the contract will be vetted by Mizoram Police and the feedback or the approval will be intimated to the bidder within 15 business days of the submission of the document.

44. The identified "Key Personnel" shall not be removed or replaced without the prior written consent of client.

45. Under exceptional circumstances, if the Key Personnel are to be replaced or removed owing to factors beyond the control of the bidder, the bidder shall provide the profiles of personnel being proposed as replacements, which will be equivalent or better than the resource being replaced. Client will have the right to accept or reject these substitute profiles. Final decision on replacement will remain with the client. In case client not responding within 30 working days of replacement profile being submitted and evaluated, it would be deemed to be accepted.

46. Change Request:

    Any addition of Scope of Work and deliverables added for execution of the work which is not part of the Terms of the Reference or during the contract negotiation will be done through the Change request process with a limit of 15% of the Total contract value by the purchaser. The additional order can be given to the bidder for the procurement of Hardware, Software or rendering services which is required for smooth functioning of CCTNS project without any further bid process during the contract period.

47. 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, Criminal Investigation Department, Mizoram Police may at its discretion withhold any payment until the completion of the contract. Criminal Investigation Department, Mizoram 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 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 Criminal Investigation Department, Mizoram Police under the contract and law.

48. Consortium Lead bidder/Partner:

The consortium lead partner will be the single point of contact for the employer. All the issue related to the contract will be addressed by the lead partner of the consortium. The roles and responsibility may mutually be agreed by the consortium and the employer before signing of the contract.

49. Exit Management:

The notice period for the exit management of the bidder will be 60 days prior to end of the contract and the bidder has to plan the exit management as per the Exit management Schedule given in the RFP.

50. Contract Extension:

The employer may extend the contract up to 5 years on mutual agreement on successful of project contract completion with high performance delivery.

51. Resource leave:

The onsite deployed resources will avail leave as per company policy with due approval from client. However, in case the resources avail more than 2 weeks of leave, the bidder should provide a suitable replacement.

52. Replacement of resources:

The SI may replace resources with equivalent or higher skill set post client interview and approval. No resources will be allowed to be replaced for the first 06 months of contract which will attract 10% penalty of the resource cost.

SECTION-IX: PRE-QUALIFICATION & TECHNICAL PROPOSAL FORMS

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

<u>Tech Forms to be used in Pre-Qualification Proposal</u>

Tech Form 1: Compliance Sheet for Pre-qualification Proposal

Tech Form 2: Particulars of the Bidder

Tech Form 3: Bank Guarantee for Earnest Money Deposit

<u>Tech Forms to be used in Technical Proposal</u>

Tech Form 4: Letter of Proposal

Tech Form 5: Project Citation Format

Tech Form 6: Approach & Methodology

Tech Form 7: Proposed Work Plan

Tech Form 8: Team Composition

Tech Form 9: Curriculum Vitae (CV) of Key Personnel

Tech Form 10: Deployment of Personnel

Tech Form 11: Manufacturers'/Producers' Authorization Form

Tech Form 12: RFP Clarifications Form

Tech Form 13: Undertaking (On Bidder's Letter Head)

Tech Form 14: Draft MOU for consortium

Tech Form 1: Compliance Sheet for Pre-qualification Proposal

The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal.

#	Specific Requirements	Documents Required	Compliance	Reference & Page No. (Mandatory)
1.	Covering Letter for Technical Proposal	As per Tech Form 4 under Section IX	Yes / No	
2.	Particulars of the Bidder	As per Tech Form 2 under Section IX	Yes / No	
3.	Project Citation Format	As per Tech Form 5 under Section IX	Yes/No	
4.	Solution Proposed Demonstration of understanding of the Department's requirements	Tech Form 6, 6a & 6b under Section IX along with a note with details of solution proposed for the following similar components of project where similar components have been used or developed earlier:	Yes/ No	
5.	Work Plan	As per Tech Form 7 under Section IX Detail work plan preferably in Gantt chart format	Yes / No	
6.	Proposed Team Composition	As per Tech Form 8 under Section IX	Yes / No	
7.	CVs of proposed resources	As per Form 9 under Section IX	Yes / No	
8.	Deployment of Resources	As per Form 10 under Section IX	Yes / No	
9.	Manufacturer Authorization Form (MAF)	As per Form 11 under Section IX	Yes / No	
10.	Undertaking (On Bidder's Letter Head) that the bidder is not blacklisted by a central / state Government institution	As per Form 13 under Section IX	Yes / No	

11.	MOU for consortium	As per Form 13 under Section IX	Yes / No	
12.	Certificate of incorporation/ Registration	Duly attested Copy of Certificate of Incorporation with commencement of business issued by the registrar of company in India	Yes / No	
13.	Non-refundable Tender Fee	Demand Draft	Yes / No	
14.	Earnest Money Deposit	Demand Draft / Bank Guarantee as per Tech Form 3 under section IX	Yes / No	
15.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory. In case of consortium both party to submit the POA of authorized signatory.	Yes / No	
16.	CMMI Level 3 or in case of consortium detail copies	Attested copies of valid certificates	Yes / No	
17.	Annual Turnover from IT/ITES business for the last 3 financial year for bidder	Certificate from the statutory auditor; OR Certificate from the statutory auditor for the last 3 Financial year for IT/ITES business	Yes / No	
18.	Projects documents for experience on design, application development, customization, testing along with Operation & Maintenance support for projects of value Rs.1 Crore or more	Copies of purchase orders or LOI needs to be enclosed.	Yes / No	
19.	Project documents for AMC support for IT infrastructure (Server/Storage/Firewall/Network equipment) at Data center having minimum value of Rs.1 Crore.	Copies of purchase orders or LOI needs to be enclosed.	Yes / No	

Tech Form 2: Particulars of the Bidder

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (Public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Tech Form 3: Bank Guarantee for Earnest Money Deposit

To,

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

    (a) Withdraws his participation from the bid during the period of validity of bid document; or

    (b) Fails or refuses to participate in the subsequent Tender

    (c) process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Tech Form 4: Letter of Technical Proposal

To:

<Location, Date>

Subject: Submission of the Technical bid for <Name of the Systems Implementation assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Comprehensive Maintenance Service to the <Nodal Agency> on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <180> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____Date: _____

Tech Form 5: Project Citation Format

The bidder needs to submit the details/supporting documents of relevant project citation as per Technical evaluation scoring matrix in Section-VI of this RFP.

Relevant IT project	
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	
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	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

For each hardware, provide the following information in a table

   (i)   Reference of the server/storage information in the Submitted Proposal (Please provide page number/section number/ volume)

   (ii)   Services proposed to be hosted on the Server

   (iii) Quantity Make and Model

   (iv) Year of Introduction

   (v)   Operating System along with version (if applicable)

   (vi) Processor and Number of Cores Offered (if applicable)

   (vii) Architecture (RISC/EPIC/CISC) (if applicable)

   (viii) RAM/HDD/LAN Ports/ HBA (as relevant)

   (ix) Additional Information as required to indicate the compliance to the requirements in the RFP (ex, Capacity, Disk Space) (if applicable)

Tech Form 6: Approach & Methodology

The bidder needs to submit the details/supporting documents as per Technical evaluation scoring matrix in Section-VI of this RFP. Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

1. Understanding of the project
   a) About Mizoram Police
   b) Objective about the assignment

2. Understanding of Core Application Software (State) for CCTNS on MS Stack and Integration with other agency
   a) Understanding of CAS State
   b) CAS customization approach, bug testing and rollout strategy
   c) MIS report customization
   d) Integration with other e-Gov services
   e) Understanding for bi-lingual support
   f) Understanding of the project (how the solution proposed is relevant to the understanding)
   g) Technical Approach and Methodology

3. Understanding of Client Site and Data Centre

   a) Understanding of Client site activity
   b) Understanding of Data Centre Activity
   c) Understanding on VM ware & cloud services
   d) Understanding on DR data replication, data integrity check

4. Risk and Mitigation Plan
5. Approach for taking over the project from existing SI
6. Exit management and KT planning

Tech Form 6A: Bill of Material for Data Centre/ DRC Hardware

Please refer Annexure-B for Bill of material for Data Centre & DRC Hardware, give a confirmation that the AMC support will be provided for all the hardware as per the bill of material for Data Centre Hardware. If any suggestion the bidder may furnish the details here

Tech Form 6B: Bill of Material for Data Centre/ DRC Support and License-OS & Application

Please refer Annexure-B for Bill of material for Data Centre, DRC support and license for OS & application, and give a confirmation that the AMC support will be provided for all the software, application, and tools as per the bill of material for Data Centre, DRC software and license. If any deviation the bidder may suggest or clarify during the pre-bid

Tech Form 7: Proposed Work Plan

SL No	Activity	Calendar Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
n														

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.
3. All activities should meet the 8/80 criteria i.e. should at least take 8 hours and a maximum of 80 hours.

Tech Form 8: Summary of Team Composition

Please refer Annexure-C for the manpower requirement for Data Centre support along with their qualification and experience and provide summary of the resource in the format attached hereby. The bidder needs to submit the details/supporting documents as per Technical evaluation scoring matrix in Section-VI of this RFP

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

Tech Form 9: Curriculum Vitae (CV) of Key Personnel

General Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	

Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering:
❖ Organizations worked for in the past
   o Organization name
   o Duration and dates of entry and exit
   o Designation Location(s)
   o Key responsibilities
❖ Prior project experience
   o Project name
   o Client
   o Key project features in brief	

o Location of the project o Designation o Role o Responsibilities and activities o Duration of the project Please provide only relevant projects.	
Proficient in languages (Against each language listed indicate if speak/read/write)	

Tech Form 10: Deployment of Personnel

SL No	Name of Staff	Staff input in Months (in the form of a bar chart)2													Total Staff-month proposed
		1	2	3	4	5	6	7	8	9	10	11	12	n	Total
1															
2															
3															
n															

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
2. Months are counted from the start of the assignment.

Full time input   ▉▉▉▉▉▉   Part time input   ▒▒▒▒▒▒

Tech Form 11: Manufacturers'/Producers' Authorization Form

(This form has to be provided by the OEMs of the products proposed)
No. Date:

To:

……………………..

Sub: OEM Authorization Letter

Dear Sir:
Ref: Your RFP Ref: [*] dated [*]

We who are established and reputable manufacturers / producers of _____
having factories / development facilities at (address of factory / facility) do hereby authorize M/s
_____ (Name and address of Agent) to submit a Bid, and sign the contract with
you against the above Bid Invitation.
We hereby extend our full guarantee and warranty for the Solution, Products and services offered
by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information
pertaining to the Products manufactured or distributed by the Supplier:

a. Such Products as Mizoram Police may opt to purchase from the Supplier, provided, that this
   option shall not relieve the Supplier of any warranty obligations under the Contract; and
b. in the event of termination of production of such Products:
   i.   advance notification to the Mizoram Police of the pending termination, in sufficient time
        to permit the Mizoram Police to procure needed requirements; and
   ii. Following such termination, furnishing at no cost to the Mizoram Police, the blueprints,
        design documents, operations manuals, standards, source codes and specifications
        of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support
and maintenance obligations required by the contract.

Yours faithfully,

 (Name)
(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed
by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its
Bid should include it.

Tech Form 12: RFP Clarifications Form

(To be submitted by Bidders for seeking clarifications regarding this RFP. Please note that the Clarifications sought or questions asked by bidders shall be accepted only via this mode of communication. These forms should be signed (initial) on all pages and should have a covering letter on the bidder's letterhead. Hard copy submission is mandatory. Soft copies can be sent for expedition of communication. In case of any mismatch, the hard copy shall be considered as final. Please note that Purchaser reserves right to reply/ selectively reply/ not reply at all. The submission of this form does not put any obligation or compulsion on the Purchaser in this regard.)

SL No	Document	RFP Section No. & Clause No.	Clause	Clarification required by Bidder	Suggestions

Name: _____

In the Capacity of: _____

Signed: _____

Duly authorized to sign the bid for and on behalf of: _____

Date: _____

Tech Form-13: Undertaking (On Bidder's Letter Head)

To,

The……..,

<ADDRESS OF THE CLIENT>

This is to certify that << COMPANY NAME >> hasn't been blacklisted by a central / state Government institution and there has been no litigation with any government department on account of similar services for the last 3 years.

Bidder should not have a conflict of interest in the procurement in question as specified in the bidding document

Authorized Signature & Seal [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address

Tech Form 14 Draft MOU for Consortium Participation

Between

M/s _____ having its registered office at _____ (hereinafter referred to as …………………) acting as the Lead Partner of the first part,

and

M/s _____ having its registered office at _____ (hereinafter referred to as `_____') in the capacity of a Joint Partner of the other part.

The expressions of _____ and _____ shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall *collectively be referred to as "the Parties" and individually as "the Party"*

WHEREAS:

Mizoram Police [hereinafter referred to as "Employer"] has invited bids for _____ (insert name of the work) _____.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
   i) Notice for Bid, and
   ii) Bidding document
   iii) Any Addendum/Corrigendum issued by Mizoram Police
   iv) The bid submitted on our behalf jointly by the Lead Partner.

2. The 'Parties' have studied the documents and have agreed to participate in submitting a `bid' jointly.

3. M/s _____ shall be the lead partner of the *Consortium* for all intents and purpose and shall represent the Consortium in its dealing with the Employer. For the purpose of submission of bid proposals, the parties agree to nominate _____ as the Leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However, M/s _____ shall not submit any such proposals, clarifications or commitments before

securing the written clearance of the other partner which shall be expeditiously given by M/s. _____ to M/s. _____.

4. The `Parties' have resolved that the following distribution of responsibilities will be followed in the event of the *Consortium* Bid is accepted by Mizoram Police.

   (a)   Lead Partner share ……..%;

      Responsibilities

      (i) ………..

      (ii) ……….

      (iii)……….

   (b)   Consortium Partner share ……..%;

      Responsibilities

      (i) ………..

      (ii) ……….

      (iii) ………

SECTION X FINANCIAL PROPOSAL FORMS

FIN Form 1: Covering Letter

To:

<Location, Date>

    <Name>
    <Designation>
    <Address>
    <Phone Nos.>
    <Fax Nos.>
    <Email id>

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of the local taxes.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.

- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.

- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

4. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

7. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the <Annexure E Form 1> of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours sincerely,
Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FIN Form 1: Summary of Financial Proposal for DC & DR:

S. No.	Item	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
a)	DC Hardware / IT infrastructure AMC costs for 03 year.			
b)	DC OS, Application and License AMC cost for 03 year			
c)	DC/DRC Manpower cost for 3 years onsite deployment (for resource to be deployed onsite)			
d)	DC/DRC Manpower FMS Cost for Remote support / need base visit support for 03 years. (for resource for remote/offsite)			
e)	DR Hardware/Software/ AMC costs for 03 year			
f)	DR AMC cost for OS, Application and License Support for 03 year			
	Total Cost			
Total cost in figures:				

FIN Form 2: Details of Financial Proposal

2.a. Financial Proposal for DC Hardware/Software/ AMC costs for 3 year

SLNO	Component	Specs	OEM	Quantity	Year-1 Cost (in Rs.)	Year-2 Cost (in Rs.)	Year-3 Cost (in Rs.)	Total AMC Cost for 3 year exclusive of Tax (in Rs.)	GST on total AMC Cost (in Rs.)	Total Amount Inclusive of All Taxes (in Rs.) (11=9+10)
1	2	3	4	5	6	7	8	9	10	11
1	Blade chassis	Make – Oracle Sun Blade 6000 Chassis	Oracle	1						
2	Blade Servers	Make & Model Oracle X6270 300GBx2 HDD,36GB RAM, Dual port HBA,1 CPU with 12 core,2xNEM card	Oracle Sun Solaris	10						
3	Rack Servers	Make and Model Oracle X4270 600GBx2HDD,64 GB RAM, Dual Port HBA,1 CPU with 16 core	Oracle	2						
4	Core Switch 24 Port	Make & Model-CISO Catalyst 2970	Cisco	1						
5	KVM Switch	16 Port Aten PS/2-USB CS1316 KVM Switch	Aten	1						
6	Router	Make & Model -Cisco 7200 and 2900	Cisco	2						
7	Sophos Firewall	Make & Model –Sophos XG135	Sophos	1						

2. b. Financial Proposal for DC AMC cost for OS, Application and License Support for 3 year

Sl. no	License Description	Qty	HARDWARE		License Part no	License version	Year-1 Cost (in Rs.)	Year-2 Cost (in Rs.)	Year-3 Cost (in Rs.)	Total AMC Cost for 3 year exclusive of Tax (in Rs.)	GST on total AMC Cost (in Rs.)	Total Amount Inclusive of All Taxes (in Rs.)
			HARDWARE DESCRIPTION	OPERATING SYSTEMS USED IN THE SERVER								
1	Sun Solaris 10	12										
2	My SQL5.5	2										
3	Qmail mailing Solution	1	Mail Storage & Mail Relay									
4	SSL Certificate	3										

Note : SI may propose suitable OS/application with open source license compatible for DC operation of exiting application & Database .

2. c. Financial Proposal for DC/DRC Manpower cost for 3 years onsite deployment:

SL No	Resource Detail	Quantity	Total man-month estimated	Unit man-month Cost	Total man month Cost exclusive of GST for 3 years (in Rs.)	Applicable GST (in Rs.)	Total Cost inclusive of GST (Rs.)
1.	Application support	2	36				
2.	System Admin	1	36				

2. d. Financial Proposal for DC/DRC Manpower FMS Cost for Remote support / need base visit support

SL No	Resource Detail	Quantity	Year-1 Cost (in Rs.)	Year-2 Cost (in Rs.)	Year-3 Cost (in Rs.)	Total Cost for 3 year exclusive of GST (in Rs.)	Applicable GST (in Rs.)	Total Cost inclusive of GST (in Rs.)
1.	DB Admin / Storage admin	1						
2.	Network & Security Expert	1						

The offsite resources will support onsite team as and when required to support as per SLA parameters. The remote access will be provided only through a secured VPN access which needs to be provisioned by SI.

2. e. Financial Proposal for VAPT

Sl. No.	Component Description	Qty	Unit cost	GST	Total (incl. of GST)
1.	Security audit and testing VAPT before Go-Live (3 times minimum during 3 years period)	3 times			

2. f. Financial Proposal for DR Hardware/Software/ AMC costs for 3 year

SLNO	Component	Specs	OEM	Quantity	Year-1 Cost (in Rs.)	Year-2 Cost (in Rs.)	Year-3 Cost (in Rs.)	Total AMC Cost for 3 years exclusive of Tax (in Rs.) 9= (6+7+8)	GST on total AMC Cost (in Rs.)	Total Amount Inclusive of All Taxes (in Rs.) (11=9+10)
1	2	3	4	5	6	7	8	9	10	11
1	Blade chassis	Make – Oracle Sun Blade 6000 Chassis	Oracle	01						
2	Blade Servers	Make & Model Oracle X6270 300GBx2 HDD,36GB RAM, Dual port HBA,1 CPU with 12 core,2xNEM card	Oracle Sun Solaris	06						

SLNO	Component	Specs	OEM	Quantity	Year-1 Cost (in Rs.)	Year-2 Cost (in Rs.)	Year-3 Cost (in Rs.)	Total AMC Cost for 3 years exclusive of Tax (in Rs.) 9= (6+7+8)	GST on total AMC Cost (in Rs.)	Total Amount Inclusive of All Taxes (in Rs.) (11=9+10)
1	2	3	4	5	6	7	8	9	10	11
3	Rack Servers	Make and Model Oracle X4270 600GBx2HDD,64 GB RAM, Dual Port HBA,1 CPU with 16 core	Oracle	02						

2.g. Financial Proposal for DR AMC cost for OS, Application and License Support for 3 year

Sl. no	License Description	Qty	HARDWARE		License Part no	License version	Year-1 Cost (in Rs.)	Year-2 Cost (in Rs.)	Year-3 Cost (in Rs.)	Total AMC Cost for 3 year exclusive of Tax (in Rs.)	GST on total AMC Cost (in Rs.)	Total Amount Inclusive of All Taxes (in Rs.)
			HARDWARE DESCRIPTION	OPERATING SYSTEMS USED IN THE SERVER								
	Sun Solaris											
1	Sun Solaris 10	08										
2	My SQL5.5	02										

*The bidders are free to quote open source license with support to migrate the existing OS/Application/Database which are compatible and secured for DC/DR operation and cost-effective solutions, compared to the existing system.

The bidders are requested to include all the components of the DC & DR infrastructures as given in the Annexure of the RFP incase inadvertently missed out.

ANNEXURE A: Service Level Agreement

1. Service Level Agreement

This document describes the service levels to be established for the Service offered by the SI to the state. The SI shall monitor and maintain the state service levels to provide quality service to the state.

1.1. Definitions

(a) **"Scheduled Maintenance Time"** shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during 8x6 timeframe. Further, scheduled maintenance time is planned downtime with the prior permission of the state.

(b) **"Scheduled operation time"** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the Primary DC and critical client site infrastructure will be 24x7x365. The total operation time for the client site systems shall be 8 hours on the normal business days. However, the SI has to extend support on holidays and when requirement comes.

(c) **"Scheduled Business Operation Time"** means the scheduled availability of the support for the application and services for the month. All scheduled maintenance time on the system would be deducted from this time. This will be 8 X 6 on Business Days.

(d) **"System or Application downtime"** means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time the state or its employees log a call with the SI team of the failure or the failure is known to the SI from the available measurement tools to the time when the System is returned to proper operation.

(e) **"Availability"** means the time for which the services and facilities are available for conducting operations on the state system including application and associated infrastructure during the "Scheduled Business Operation Time". Availability is defined as:
(Scheduled Business Operation Time – System Downtime) / (Scheduled Business Operation Time) * 100%

(f) **"Helpdesk Support"** shall mean the 8x6 basis. Support which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract during the business hours. Any call logged after 1600 hrs or in a public holiday, the same will be calculated from the next business hours for SLA calculations. The Selected bidder to plan accordingly in the helpdesk service application and include the state Gazette holiday of the client accordingly for each calendar year.

(g) "**Incident Logging**" refers to any event / abnormalities in the functioning of the end location Equipment that may lead to disruption in normal operations of the business.

(h) **Response:** Response of helpdesk support team once the call is raised in the call logging systems. The response time is 30 minutes during the business hours.

(i) **Resolution –** The time agreed to make the faulty system up and operational by the SI support team post call logging in the system. Also, time agreed to replace the hardware/Accessories within 15 days from the date of response.

(j) Reporting – The monthly / quarterly SLA report to client for SLA performance calculations. The report should be submitted 2nd week of following month.

2. **Interpretations**

(a) The peak hours are 9:00AM to 5:00PM on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by the Mizoram Police (Except Police Stations). The SI however recognizes the fact that the Mizoram Police offices will require to work beyond the Peak hours on need basis.

(b) "Lean Hours" shall mean hours excluding "Peak Hours".

(c) The business hours are 09.00 AM to 5:00 PM on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by the state. The SI however recognizes the fact that the state offices will require to work beyond the business hours on need basis.

(d) "Non-Business Hours" shall mean hours excluding "Business Hours".

(e) The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point of time during the contract without any immediate measures and issues are not rectified to the complete satisfaction of the state or an agency designated by them, then the state will have the right to take appropriate disciplinary actions including termination of the contract.

(f) The availability for a cluster will be the average of availability computed across all the servers in a cluster, rather than on individual servers. However, non-compliance with performance parameters for system / service degradation will be considered for downtime calculation.

(g) A Service Level violation will occur if the SI fails to meet Minimum Service Levels, as measured on a quarterly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An "Availability and Performance Report" will be provided by the SI on monthly basis in the state suggested format and a review shall be conducted based on this report.

(h) A monthly Availability and Performance Report shall be provided to the state at the end of every month containing the summary of all incidents reported and associated SI performance measurement for that period. The monthly Availability and Performance Report will be deemed to be accepted by the State upon review and signoff by both SI and the state. Where required, some of the Service Levels will be assessed through audits or reports e.g. utilization reports, measurements reports, etc., as appropriate to be provided by the SI on a monthly basis, in the formats as required by the state. The tools to perform the audit will need to be provided by the SI.

(i) SLA Monitoring report in the end of every month which is to be shared with the state on a monthly basis.

(j) SLAs will be subject to being redefined, to the extent necessitated by field experience at the end locations. The SLAs may be reviewed on an annual/bi-annual basis as the state decides after taking the advice of the SI and other agencies. All the changes would be made by the state in consultation with the SI.

(k) The SI is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause. Payments to the SI are linked to the compliance with the SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in SLA document. During the contract period, it is envisaged that

there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. the state and SI.

(l) Mean Time Between Failures (MTBF): If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the SI at no cost to Mizoram Police. However, if the new equipment supplied is priced lower than the price at which the original item was supplied, the differential cost should be refunded to Mizoram Police. For any delay in making available the replacement and repaired equipment for inspection, delivery of equipment or for commissioning of the systems or for acceptance tests / checks on per site basis, Mizoram Police reserves the right to charge a penalty. SI shall track and report observed Mean Time Between Failures (MTBF) for Hardware.

(m) SLAs will be subject to being redefined, to the extent necessitated by field experience at the end locations and offices and the developments of technology practices globally. The SLAs may be reviewed on an annual/bi-annual basis as the state decides after taking the advice of the SI and stakeholders. All the changes would be made by the state in consultation with the SI.

(n) The Service Level Agreements (SLAs) definition facility must support defining a set of one or more service Guarantees that specify the Service obligations stipulated in an SLA contract for a particular time period (weekly, monthly, and so on). Mean Time between Failure (MTBF), and Maximum Outage Time thresholds) and the other that monitors service transaction response time.

(o) Following tables outlines the key service level requirements for the system, which needs be ensured by the SI during the operations and maintenance period. These requirements shall be strictly imposed and either the state or a third-party audit/certification agency shall be deployed for certifying the performance of the SI against the target performance metrics as outlined in the tables below

3. **Primary DC & DRC Application Availability and Performance**

   1.1 Production Systems: The failure or disruption has a direct impact on the state's ability to work in CCTNS application, ability to perform critical back-office functions or a direct impact on the organization. This includes but not limited to: -

   (i) Storage and related switches at Primary DC/DRC.
   (ii) Web, Application, Database, and Backup at Primary DC/DRC.
   (iii) Primary DC/DRC network infrastructure.
   (iv) Primary DC/DRC security infrastructure.

   1.2 CCTNS Solution Components: The failure or disruption has a direct impact on the state's ability to provide service to its offices, ability to perform critical back-office functions or a direct impact on the organization.

4. **Data Centre/ DRC Infrastructure Support:** The below tables give details on the Service Levels the SI should maintain for the Data Centre & DRC support. These service levels will be monitored on monthly/quarterly basis.

(a) **Level 1/ High Incidents**. The incident has an immediate impact on the state's ability to service its offices, to perform critical back-office functions or has a direct impact on the organization.

(b) **Level 2/ Medium Incidents.** The incident has an impact on the state's ability to service its offices that while not immediate, can cause service to degrade if not resolved within reasonable time frames

(c) The scheduled operation time for the Data Centre / DRC systems shall be on 24 hours basis.

2.1. Availability of DC/ DRC CCTNS application:

Service Level Description	Measurement
Application Availability	Availability of CCTNS solution components measured within the Data Center/ DRC shall be at least 99%
	Severity of Violation: High/ L1 This service level will be monitored on a monthly basis.

Availability over the three-month period	Violations for calculation of penalty
< 99% & >= 98.5%	1
< 98.5% & >= 98%	2
< 98%	3

In addition to the above, if the service level in any month in the three-month period falls below 98%, one (1) additional violation will be added for each such month to the overall violations for this service level.

Severity of Violation: Medium / L2
This service level will be measured on a monthly basis. If the availability in a month for a site falls below the minimum service level, it will be treated as one (1) Violation.

The total number of violations for the three-month period will be the cumulative number of violations across all the months across all sites in the three-month period.

Availability / Uptime Performance over the three-month period	Violations for calculation of penalty
< 80% & >= 70%	1
< 70% & >= 60%	2
< 60%	3

2.2.   Availability of DC/DRC infrastructure:

Service Level Description	Measurement	
DC Infrastructure Availability	**Availability of production DC/DRC systems shall be at least 99% Severity of Violation: High**	
	Availability over the three month period	**Violations for calculation of penalty**
	< 99% & >= 98.5%	1
	< 98.5% & >= 98%	2
	< 98%>	3
	In addition to the above, if the service level in any month in the three month period falls below 98%, one (1) additional violation will be added for each such month to the overall violations for this service level.	
Replacement of hardware	Replacement of hardware equipment shall be done within 15 days of notification by the state. These equipment would have failed on four or more occasions in a period of less than three months or six times in a period of less than twelve months. (Mean Time Between Failure Condition) Severity of Violation: High Each instance of non-meeting this service level will be treated as one (1) violation. Up to date of the documentation of the design, modifications, enhancements, and fixes. Severity of Violation: Medium This service level will be measured on a quarterly basis. Each instance of non-meeting this service level will be treated as one (1) violation.	

3.1. Categorization of severity levels of the client site application systems: The severity of the client site application will be customized as per the field level experience and to simplify the call logging in the Helpdesk System. The details of the customization are given below. The SI has to maintain the service levels.

    i.   The application installed at the client locations will be categorized as High and Medium level only based on the nature of impact on business performance and on business day basis.

    ii.   The High priority application calls will be resolved within 16 business hours or 2 business day and Medium priority calls will be resolved within 48 business hours or 6 business day as defined in the RFP.

    iii.   Each location will have 1 Desktop machine acting as Offline Server for CCTNS application and other desktops PC will function as client.

iv. CCTNS application along with the database will be installed in the PC which is functioning as server PC will be categorized as high priority whereas the client PC will be adjudge as medium priority call.

Sl. No.	Category	Details of Components/Incidents	Severity	Incident Resolution Time (Business Hours)	Availability/ Performance
1.	Client Application	Online/ Offline incidents	High	16hrs	99%
		User ID creation			
		User ID Transfer			
		User right assignment			
		Unable to Login/ Access			
		User unable to enter data			
		Unable to submit Form			
2.		User ID Role Change/ Modification	Medium	48 hrs.	95%
		user password reset			

3.2. Client site Application Support

Service Level Description	Measurement
Application Support Performance	99% of the Level 1 defects shall be resolved within 2 business days from the time of reporting full details. The maximum resolution time for any incident of this nature shall not exceed 16 business hours. Severity of Violation: High This service level will be monitored on a monthly basis.

Performance over the three month period	Violations for calculation of penalty
< 99% & >= 98.5%	1
< 98.5% & >= 98%	2
< 98%>	3

In addition to the above, if the service level in any month in the Three month period falls below 98%, one (1) additional violation will be added for each such month to the overall violations for this service level.

95% of the Level 2 defects shall be resolved within 6 business days from the time of reporting full details. The maximum resolution time for any incident of this nature shall not exceed 48 business hours.
Severity of Violation: Medium
This service level will be monitored on a monthly basis.

Performance over the three month period	Violations for calculation of penalty
< 95% & >= 90%	1
< 90% & >= 85%	2
< 85%	3

In addition to the above, if the service level in any month in the Three month period falls below 85%, one (1) additional violation will be added for each such month to the overall violations for this service level.

Up to date of the documentation of the design, modifications, enhancements, and defect-fixes in the quarterly period.
Severity of Violation: Medium
This service level will be measured on a Quarterly basis.
Each instance of non-meeting this service level will be treated as one (1) violation.

4. Helpdesk support

a) **Level 1 Calls.** The failure to fix has an immediate impact on the state's ability to service its end user offices, inability to perform critical back-office functions or a direct impact on the organization.

b) **Level 2 Calls.** The failure to fix has an impact on the state's ability to service its offices that while not immediate, can cause service to degrade if not resolved within reasonable time frames.

c) This service level will be monitored on a daily/weekly/monthly basis.

d) The below tables give details on the Service Levels the SI should maintain.

Service Level Description	Measurement	
Helpdesk Performance	98% of the calls shall be answered within 30 minutes from the time of call logged to helpdesk during the business hour defined in the RFP.	
	Severity of Violation: High This service level will be monitored on a monthly basis	
	Performance over the three-month period	Violations for calculation of penalty
	< 98% & >= 90%	1
	< 90% & >= 80%	2

	< 80%	3
	In addition to the above, if the service level in any month in the Three-month period falls below 80%, one (1) additional violation will be added for each such month to the overall violations for this service level.	
Helpdesk Performance	**CCTNS Application:** 99% of the Level 1 calls within helpdesk resolution capacity shall be resolved within 2 hours from call received / logged whichever is earlier. The maximum resolution time for any incident of this nature shall not exceed 8 hours. Severity of Violation: High This service level will be monitored on a monthly basis	
	Performance over the three month period	**Violations for calculation of penalty**
	< 99% & >= 98.5%	1
	< 98.5% & >= 98%	2
	< 98%>	3
	In addition to the above, if the service level in any month in the Three-month period falls below 98%, one (1) additional violation will be added for each such month to the overall violations for this service level	

e) Above mentioned timeline is applicable for a site, which is connected to DC. If the site connectivity is not available in between, the time of unavailability will be deducted from the time taken to fix the problem.

f) If the issue is not under the control of SI such as power failure, then the time of unavailability will be deducted from the time taken to fix the problem.

5. Reporting

The below tables give details on the Service Levels the SI should maintain for client site systems availability.

Service Level Description	Measurement
Availability and Performance Report	Provide monthly SLA compliance reports, monitoring and maintenance related MIS reports by the 5th of the following month. Severity of Violation: Medium This service level will be monitored on a monthly basis. If the monthly SLA compliance report related to the service level metrics is not provided in the given timeframe, it will be treated as one (1) instance. The total number of instances for the Three-month period will be the cumulative number of instances across all the months in the Three-month period

Total number of instances over the three month period	Violations for calculation of penalty
>0 & <=3	1
> 3	2

6. Credits for Successful Application Uptake

The below tables give details of the credits that can gained by the SI for successful uptake of the application in the State. The credits will not be calculated for the first reporting period.

Service Level Description	Measurement
CCTNS Uptake	The following metrics will be measured at the end of each reporting period: 1. Total numbers of cases registered and processed through the online systems 2. Total numbers of users created in the system 3. Number of Searches carried out on data A credit will be gained for each of the above parameters if the uptake for that parameter shows significant improvement.
	The following table applies for each of the above parameters:

% increase over the measurement in the last reporting period	Credits
>5 & <=10%	2
>10 & <=15%	3
> 15%	4

7. Violations and Associated Penalties during the AMC/ Operation & Maintenance Phase:

(a)   The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for additional fees.

(b)   A quarterly performance evaluation will be conducted using the three monthly reporting periods of that period.

(c)   Penalty Calculations: The framework for Penalties, as a result of not meeting the Service Level Targets are as follows:

i. The performance will be measured for each of the defined service level metric against the minimum / target service level requirements and the violations will be calculated accordingly.

ii. The number of violations in the reporting period for each level of severity will be totaled and used for the calculation of Penalties.

iii. If the total number of credits gained by the SI is lower than the total number of high severity violations in the reporting period, the total number of credits will be subtracted from the total number of High Severity Violations in the reporting period for the calculation of Penalties.

iv. If the total number of credits gained by the SI is higher than the total number of high severity violations in the reporting period, the resultant total number of high severity violations in the reporting period for calculation of penalties will be considered as zero (0).

v. Penalties applicable for each of the high severity violations is one 1 % of respective quarterly payment to the SI.

vi. Penalties applicable for each of the medium severity violations is 0.5 % of respective quarterly payment to the SI.

vii. Penalties applicable for not meeting a high (H) critical performance target in two consecutive quarterly on same criteria shall result in additional deduction of 3% of the respective quarterly payment to the SI. Penalty shall be applicable separately for each such high critical Activity

viii. Penalties applicable for not meeting a medium (M) critical performance target in two consecutive quarterly periods on same criteria shall result in additional deduction of 2% of the respective quarterly payment to the SI. Penalty shall be applicable separately for each such medium critical activity

ix. SLA Penalty will be levied for the respective period and shall not exceed 10% of the billing value as per the payment milestones.

x. The Liquidated Damage (LD) will be levied during the contract period with a cap of 10% of the contract value.

xi. The SLA penalty will be levied during Operation and Maintenance phase.

xii. For clarification, the overall penalty (LD & SLA) shall not exceed 10 % of the contract value during the contract period.

xiii. The Liquidated Damage (LD) will be levied during delivery and implementation phase only with a cap of 10% of the contract value. The SLA penalty will be levied during Operation and Maintenance phase. SLA Penalty will be levied for the respective period and shall not exceed 10% of the billing value as per the payment milestones.

xiv. For clarification, it is apprised that the overall penalty (LD & SLA) shall not exceed 10 % of the contract value during the contract period.

ANNEXURE B: Details of DC and DR Infrastructure

1. Existing Data Center equipment, Software and license

Note: Most of the hardware of CCTNS Data center were procured during the FY 2012-15. Currently all hardware are not covered under AMC. The list is furnished below.

(a) DC-Network, Firewall, Rack Server, Chassis and Blade Servers

Equipment	Make & Model	Quantity
Router	Cisco 7200	1
	Cisco 2900	1
SWITCH	Cisco Catalyst 2970	1
KVM Switch	16 Port Aten PS/2-USB CS1316	1
Firewall	Sophos XG 135	1
Rack Server		
Oracle Rack Server	X 4270 600GBx2 HDD/64GB RAM/2xHBA/1 Processor 16 core	2
Blade Chassis and Blades		
Blade Chassis	Sun Blade chassis 6000 series with redundant power supply, Fan PCI express card and NEM card	1
Blades Servers	X6270 Blade 300GB x2 HDD/36GB RAM/Dual Port HBA/2xNEM Card/1 Processor 12 Core	10

(b) DR- Rack Server, Chassis and Blade Servers

Rack Server		
Rack Server	X 4270 600GBx2 HDD/64GB RAM/2xHBA/1 Processor 16 core	02
Blade Chassis and Blades		
Blade Chassis	Sun Blade chassis 6000 series with redundant power supply, Fan PCI express card and NEM card	1
Blades Servers	X6270 Blade 300GB x2 HDD/36GB RAM/Dual Port HBA/2xNEM Card/1 Processor 12 Core	06
Other Devices	USB KB/USB Mouse/8 Port KVM switch with USB Cable/USB External DVD Writer/17" TFT Monitor	01

(c) DC and DR Software, Application and License

Sl. No.	Software Description	Qty
1.	Sun OS Solaris 10	20
2.	My SQL 5.5	4

(d) Specifications of the SSL Certificate

Sl. No.	Specification	Quantity
1	SSL certificate HTTPS support with strongest encryption DV + OV SSL Certificates. 2048-bit (RSA) SSL Secure Sockets Layer with TLS Encryption Compatible with Apache, IIS, Tomcat, Exchange Server, and other servers. Compatible with Linux, Windows, and Sun Solaris with a validity of 3 years.	**3**

ANNEXURE C: Details of Manpower requirement for AMC support.

SL No	Resource Detail	Academic Qualifications	Total Experience in related field
1	Application Developer / Customization & integration expert (Onsite)	BE/B.Tech/MCA	• Min. 5 years' experience in SRS/FRS design • Application Support/ Issue resolution customization, Design and architecting work flow, Application customization and design of MIS dashboard, integrating with external application • Conversant with Technology Platforms such as Java, J2EE, Jasper, HTML, XML, SQL Server, MySQL • Web Server technology such as Apache Tomcat • SMS/email gateway integration Good working knowledge on Linux & Sun Solaris
2	Application support Expert (Onsite)	BE/B.Tech/MCA/	• Min. 3 years' experience in SRS/FRS design • Application customization, with experience in providing Application support, troubleshooting, issue resolution support in a project of similar scope and complexity • Conversant with Technology Platforms such as Jasper, Postgres, Java, J2EE, HTML, XML, SQL Server, MySQL • Web Server technology such as Apache Tomcat • SMS/email gateway integration • Good working knowledge on Window/Linux & Sun Solaris for Data Centre version • Knowledge on AV server management • Knowledge on creating secured FTPs • Knowledge on patch management
3	System Admin (Onsite)	BE/B.Tech /MCA / M. Sc. IT or equivalent	• Min. 5 years' experience in maintaining Linux & Sun Solaris • Experience to work as system Admin with at least 03 years' experience on large IT projects • Good experience in Exchange Server, Qmail-mailing solutions

4	Network & Security Expert (Off-site: Remote support / need base visit support)	BCA/MCA/B.Sc. (CS/IT)/M.Sc. (CS/IT) /BE/B.Tech preferably with CCNA or equivalent certifications	• Min. 5 years' experience in maintaining NOC/ DC networking equipment (Router/Switch/Firewall) • Experience in maintenance in LAN/WAN/FM Support troubleshooting
5	DB Admin / Storage admin (Off-site: Remote support / need base visit support)	BE/B.Tech/MCA/ M.Sc. IT or equivalent. Any certification on database management, design will be preferred.	DB Admin: • Min of 5 years of experience managing DC/DR of enterprise environment for database. • Experience on My SQL / MS SQL mandatory. • Experience on Govt. projects like MMP projects / e-governance project will be preferred. • Should have decent experience on BCP, performance tuning, preventive & proactive action for security of database against security breach, data loss, theft etc. as per industry standard. **Storage / backup Admin:** • Min of 5 years of experience managing DC/DR of enterprise environment for database. • Experience on storage technology mandatory. • Exp. on govt. projects like MMP projects / e-governance project will be preferred. • Should have decent experience on BCP, performance tuning, preventive & proactive action for security of storage against security breach, data loss, theft as per industry standard. • Clustering, redundant architecture planning experience, • Storage planning, retention period, backup using LTOs

ANNEXURE D: Payment Milestones

(a) Payment for **the AMC of DC and DR**: The successful bidder will sign a Service Level Agreement (SLA) with Mizoram Police covering all the required services. The total contract of Comprehensive warranty will be equally divided into quarterly payments for the contract period. The payment will be made on completion of the quarter. The relevant documents and sign off has to be submitted for release of payment for each deliverable.

S.No	Milestone	Deliverables	Payment to be released
1.	AMC cost of Hardware & application support of DC/DR	Monthly/quarterly O&M report	Payment will be released as per equal quarterly payments installments
2.	Manpower Cost for DC/DR support/ Customization / Integration/ application support	SLA report / Customization Report / Integration report / Roll out report / new development report	
3.	VAPT testing Cost	VAPT report, recommendations	Annually

Following table details the key project milestones and the deliverables to be submitted by the selected bidder at each milestone:

Activities	Deliverables	Frequency
Quarterly payment for AMC shall be made on submission of invoice/bills in triplicate within 45 days from the date of completion of the quarter.	1. Any support and maintenance carried out by bidder will be taken in sign off report to be signed by Nodal officer for release of quarterly payment at the end of every quarter. 2. SLA report needs to be submitted on monthly basis by the successful bidder. 3. The invoices for payment should be submitted in triplicate for the quarterly payment.	Monthly/ Quarterly
Regular supervision, monitoring and extending support to department for smooth functioning of project/ Helpdesk support, etc.	Reports, completion, SOPs, Manuals.	On completion/ as per the requirement of the State.
Completion of customization of CAS & the Citizen Portal, Integration of CAS with the external agencies	Reports, completion, SOPs, Manuals.	On completion/ as per the requirement of the State.

b) Following table details the key project milestones and the activities to be submitted by the selected bidder at each milestone:

SI No	Project Activity	Deliverables	Responsibility
CAS State Application – Installation, Configuration, Training and Digitization			
1.	System Study – study the legislation, business processes and organization design of Mizoram Police along with relevant reports such as PIM	System Study document	SI
2.	Finalization/ Vetting of FRS	Updated/ FRS including list of additional features and development of additional modules that would result in further improvement in the overall application performance for consideration of the department	
3.	Preparation of System Requirement Specification report and Software Requirement Specification report	i. GAP Analysis report - Comparative report on the extent of functionality currently available in the vendor's application (CAS provided by Centre) and FRS ii. Integration and interfacing model iii. Change/Reference document including all the changes or deviations from the base version of the CAS(State)/ FRS iv. Updated System Requirement Specifications and Software Requirement Specifications meeting all the Business, Functional and technical requirement of Mizoram Police and incorporating all the functional specifications, standards provided by the NCRB, Mizoram Police specific requirements and different integration points with CAS (Centre), external agencies and other applications of Mizoram Police v. List of additional features	

4.	Preparation of Solution Design documents	Updated Design document including:
		i. Technical Architecture Document (Application, Network, and Security)
		ii. High Level Design (including but not limited to)
		  a. Application architecture documents
		  b. ER diagrams and other data modelling documents
		  c. Logical and physical database design
		  d. Data dictionary and data definitions
		  e. Application component design including component deployment views, control flows, etc.
		iii. Low Level Design (including but not limited to)
			SI

SI No	Project Activity	Deliverables	Responsibility
		a. Application flows and logic including pseudo code b. GUI design (screen design, navigation, etc.) c. Database architecture, including defining data structure, data dictionary as per standards laid down by GoI/GoA iv. CCTNS Application Test Plans and Test Cases	
5.	Customization of CAS (State)	Customization of CAS application as per the state specific requirement	SI
6.	Testing of CAS Customization	Testing of CAS application for bugs, bug re-verification, complete functionality testing with workflow mapping, user availability	
7.	Rollout Customized CAS State	Rollout of tested and customised CAS application at state level after successful Proof of Concept at Data Centre and end locations.	SI
8.	Customization of Citizen Portal	Customization of the Citizen portal as per the state specific requirement	SI
Operation and Maintenance			
9.	AMC monthly & Quarterly reports	i. Monthly SLA Monitoring Report and Exception Report ii. Details on all the issues logged iii. Quarterly PM reports	SI

Note: The payment will be released on completion of successful deliverables/quarter on submission of the invoice in triplicate. The payment will be released after necessary deduction of taxes and SLA penalty as applicable. In case any delay in site commissioning not attributable to the performance of the bidder will be considered for payment if there is no resolution visible to mitigate the delay within a considerable period of time.

ANNEXURE E: Format for Performance Bank Guarantee and Change Control Notice

Form 1: Performance Bank Guarantee

PERFORMANCE SECURITY:

Deputy Inspector General of Police

Mizoram Police,

Aizawl Mizoram

Phone No -

Fax No -

Email id:

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called "the beneficiary")

And whereas it has been stipulated in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of INR <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<*Insert Date*>>)

Notwithstanding anything contained herein:

I.   Our liability under this bank guarantee shall not exceed INR <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to *<Insert Expiry Date>*)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<Insert Expiry Date>*) failing which our liability under the guarantee will automatically cease.

Form 2 Change Control Notice (CCN) Format

Change Control No	CCN Number
Part A: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)	
Authorized by Mizoram Police	Date:
Name:	
Signature:	
Received by the SI	Date:
Name:	
Signature:	

Change Control No	CCN Number
Part B: Evaluation	
(Identify any attachment as B1, B2 and B3) Changes to services, charging structure, payment profile, Documentation training, services levels and component working arrangements and contractual issues.	
Brief description of solutions:	

Impact:	
Deliverables:	
Time Table:	
Charges for implementation: (Including a schedule of payments)	
Other Relevant Information: (Including value-added and acceptance criteria)	
Authorized by the System Integrator	Date:
Name	
Signature:	

Change Control No	CCN Number
Part C: Authority to proceed	
Implementation of CCN as submitted in part A, in accordance in part B	
Approved	

Rejected	
(Requires further information (as follows, or as attachment 1 etc.)	
For Mizoram Police and its nominated agencies	For the System Integrator
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

The client reserves the right to vary the quantity of the equipment at the time of awarding the contract.