

Request For Proposal
To procure
National Automated Facial Recognition
System (AFRS)

Released by:
National Crime Records Bureau (NCRB)
Ministry of Home Affairs
Government of India

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1. Introduction and Background

National crime Records Bureau has conceptualized the Automated Facial Recognition System (AFRS). This is an effort in the direction of modernizing the police force, information gathering, criminal identification, verification and its dissemination among various police organizations and units across the country.

Availability of relevant and timely information is of utmost necessity in conduct of business by Police, particularly in investigation of crime and in tracking & detection of criminals. Police organizations everywhere have been handling large amounts of information and huge volume of records pertaining to crime and criminals. Automated Facial Recognition System can play a very vital role in improving outcomes in the area of Criminal identification and verification by facilitating easy recording, analysis, retrieval and sharing of Information between different organizations. Quick and timely information availability about different facets of Police functions to the right functionaries can bring in a sea change both in Crime & Criminals handling and related Operations.

Creation and maintenance of database of photographs in digital form for sharing by all the stakeholders in the system is therefore very essential in order to effectively meet the challenges of criminal identification and verification.

NCRB has already under-taken initiative to rollout NAFIS and its subsequent integration in CCTNS application. Further a need of facial recognition system is being felt by field level formations to enhance the penetration and usage of available image data.

1.1. Automated Facial Recognition System (AFRS) Overview

The Automated Facial Recognition System (AFRS) to be implemented that would help in automatic identification and verification of persons from digital images, photos, digital sketches, video frames and video sources by comparison of selected facial features of the image from an already existing image database. A Facial Recognition System is a great investigation enhancer for identification of: criminals, missing children/persons, unidentified dead bodies and unknown traced children/persons. It can provide Investigating Officers of the Civil Police with the required tools, technology, and information. This would greatly facilitate the investigation of crime and detection of criminals and provide information for easier and faster analysis. The Automated Facial Recognition System (AFRS) solution would be implemented by the solution provider selected through this bid process for implementation of the following scope of work.

1.2. Mobile Devices Terminal

The proposed facial recognition system will be made available on Android / Windows / iOSplatform etc. on Mobile Data Terminals for catering to the needs arising in the field. NCRB has already proposed provision of mobile data terminals to each police station with an estimated cost / lakh per device in the total budget of 308 Cr in CCTNS Phase-II.

1.3. Stakeholders of the Project

Term stakeholders shall cover:

1. MHA/NCRB
2. State Police Forces

1.4. Desired Outcomes for stakeholder

The following are the expected benefits envisaged from successful implementation of the specialized solution (AFRS)

Table 1: Benefits to Stakeholder

S. No	Stakeholder	Roles and Responsibilities	Benefits
1.	NCRB	<ul style="list-style-type: none">• NCRB to select the agency for the central implementation through this RFP• NCRB to help in the technical evaluation and in testing• NCRB/MHA will conduct final acceptance testing.	<ul style="list-style-type: none">• A robust system for identifying criminals, missing children /persons, unidentified dead bodies and unknown Traced children/persons all over the country• A repository of photographs of criminals in the country• Enhanced ability to detect crime patterns and modus operandi across the states and communicate to the State police departments for aiding in crime prevention
2.	State Police	State police will help MHA in conducting User Acceptance Testing	Police personnel can check the suspect with hotlist of criminals.

2. Scope of the Project

2.1. Functional (Geographic) scope of the Project

The AFRS will be a centralized web application hosted at the NCRB Data Centre in Delhi with DR in non-seismic zone which will be made available for access to all the police stations of the country.

2.2. Functional requirements of the AFRS system

1. The repository shall act as a foundation for a national level searchable platform of facial images.
2. The Central/State AFRS should primarily function as a central/State information repository of all crime and criminal related facial image data for the identified locations
3. While the ISO standard is broad to cover all possible applications of computer based face recognition and human visual inspection, this standard is more restrictive, as it is limited to human visual inspection. The ISO standard specifications are tailored to meet specific needs of civilian e-Governance applications by specifying certain prescriptive values and best practices suitable in Indian context.
4. ISO 19794-5/ICAO requirements and best practices for digital facial portraits by examining a number of criteria to ensure that the quality of the photo is acceptable 1:1 Verification, 1:Few comparison, 1:N Searching (Watch list to full scale database search).
5. The AFRS solution can be a COTS product or a bespoke solution or a combination of both.
6. The FRS system should work with ONVIF Profile S, ONVIF Version X compliant camera makes.
7. The solution will be web-based application which will be accessed through a web browser on computers. Identifying or verifying a person from various kinds of photo inputs from digital image file to video source. The system shall offer logical algorithms and user-friendly, simple graphical user interface making it easy to perform the facial matching.
8. Capture face images from CCTV feed and generate alerts if a blacklist match is found.
9. Add photographs obtained from newspapers, raids, sent by people, sketches etc. to the criminal's repository tagged for sex, age, scars, tattoos, etc. for future searches.
10. The system should have option to upload bulk subject images and generate alerts if any of the subject images matches with the registered faces in the database.
11. It should provide batch extractions/loading of photo images

12. The proposed FRS system should have option to input face images in JPEG, PNG etc. image and search and generate face matches with the stored database.
13. Software should provide suggested modifications that would improve the image quality for the purpose of improving match results;
14. Provide image quality score allowing for the evaluation of the level of improvement; Side by side image comparison with various ways to compare matrices. Examples: zoom, rotate, contrast, brightness, grayscale, color inversion, overlay opacity (ability to adjust);
15. Searching photographs from the database matching with the suspect features. The system shall be able to broadly match a suspect/criminal photograph with database created using photograph images available with Passport, CCTNS, ICJS and Prisons, Ministry of women and child development (KhoyaPaya) State or National Automated Fingerprint Identification System or any other image database available with police/other entity. Match suspected criminal face from pre-recorded video feeds obtained from CCTVs deployed in various critical identified locations, or with the video feeds received from private or other public organization's video feeds. Personal Identifiable Information : The system shall allow for enrolment of still images, scanned images and video surveillance frames and shall be able to use images of varying quality levels such as those with :
 - i. Varied lighting conditions.
 - ii. Small image sizes (300 x 300 pixels)
 - iii. Low Jpeg image quality.
 - iv. Plastic Surgery
 - v. Aged Images
 - vi. Bearded faced images
 - vii. Makeup images
 - viii. Slanted Face
16. The solution should be able to identify faces of individuals for establishing unique identities by extracting landmarks, features, contours and other prominent points
17. The solution should be able to use standard criteria including 2D and 3D (for select uses) for matching of the faces with an existing facial database/gallery of face images.
18. The authorized requests for search, matching and verification of facial image would come from police stations.
19. The central/State AFRS system should be capable of performing an automated one to many {1:N} search against a database of images and a one-to-one {1:1} comparison against a similarly captured image in the database.
20. The solution should support both colored and gray scale images

21. The solution should be compatible with other biometric solutions such as Iris and AFIS for generation of comprehensive biometric authentication reports.
22. The different probable scenarios that the solution should be capable of comparing are the following:
 - i. Mug shot to mug shot { Controlled-> Controlled}
 - ii. Mug shot to CCTV image {Controlled-> Uncontrolled}
 - iii. CCTV image to Mug shot {Uncontrolled-> Controlled}
 - iv. CCTV image to CCTV image { Uncontrolled->Uncontrolled}
 - v. Live video feed to photos and videos.
23. Ability of the End User to link/unlink related enrolled images based on End User access levels
24. Ability to search using demographics only and sort results.
25. The AFRS solution must provide comprehensive automated facial image capabilities.
26. The solution should provide advanced technological capabilities to be able to identify a facial image by extracting landmarks, features, contour, prominent points and then match with the database to provide quick results. It should be able to match facial images with change in facial expression, direction, angle, lighting, age , hairstyle, beard, glasses and scars, marks and tattoos
27. The AFRS with integrated mug-shot application capabilities must capture and manage facial (mug-shot) photographs, Scars/Marks/Tattoos (SMT) photographs and automated facial recognition capabilities at the time of registration. It should also provide features for web-based photo line-up for analytics, and batch extraction and loading of photo image records.
28. Photographs and associated data available in digital format in CCTNS / other projects in all 36 States / UTs have to be pulled-on in the system on regular basis (in every 30 min).
29. The SDC-DR will be configured in active mode and both will be serving the request for matching of photograph simultaneously.
30. Vendor will supply latest and the best solution/algorithm of facial configuration
31. It is envisaged to integrate proposed AFRS with CCTNS, its feeder State Police system / software along with other different systems & databases like ICJS, IVFRT ,khoya paya etc.
32. Open Integration with ICJS, CCTNS, Immigration Visa Foreigner Registration Tracking (IVFRT), advanced State police Integration (Police IT Karnatak, Enterprise e-Cops Telangana, G-Cops Goa, Cyprus Tamil Naidu, e- Guj Gujarat.
33. AFRS System will be integrated with existing AFRS system (and any other AFRS system established before signing of contract) of some advanced states.
34. Additional open integrations of systems & databases apart above, if any, would be taken up as change requests during O&M phase.

35. Minimum of 5 open integrations with other Databases will be done by vendor.

2.3. Fast and accurate face recognition in live environment

1. Multiple-matching face detection from a single frame from live IP CCTV video stream.
2. Raising of alert when Multiple-matching face detection from a single frame from live IP CCTV video stream.
3. Combination of eye-zone extraction and facial recognition
4. Recognition based on neural network or any latest technology
5. Short processing time, high recognition rate.
6. Recognition regardless of vantage point and facial changes (glasses, beard, and expression)
7. Face detection algorithms, modes and search depths should be suitable for different environments such as fast detection, high accuracy, and infrared or thermal power cameras.

2.4. Mandatory Features/functionality for Face Recognition system

1. Identification and authentication based on individual facial features
2. Easy adaptation to existing IT systems
3. Flexible integration into multiple types of video monitoring systems
4. 1:1 verification and 1:N identification matching
5. Integration with other biometric solution deployed at police department system like Automatic Fingerprint identification system (AFIS)
6. Should support diverse industry standard graphic and video formats as well as live cameras.
7. It should support face matching from recorded media.
8. Should be able to detect face from group photo.
9. Should be able to detect face from stored videos of any format.
10. Should have option bulk photo enrollment.
11. No limit on number of camera to be used with the FRS solution.
12. Can use MPEG, H264, H265, JPEG, MJPEG
13. Web based user interface, User friendly GUI, user should be able to edit the GUI for alerts.

2.5. Face Recognition System

Face Recognition System (FRS) shall be designed for identifying or verifying a person from various kinds of photo inputs from digital image file to video source. The system shall offer logical algorithms and user-friendly, simple graphical user interface making it easy to perform the facial matching.

The system shall be able to broadly match a suspect/criminal photograph with database created using photograph images available with Passport, CCTNS, and Prisons, State or National Automated Fingerprint Identification System or any other image database available with police/other entity.

The system shall be able to:

- i. Capture face images from CCTV feed and generate alerts if a blacklist match is found.
- ii. Search photographs from the database matching suspect features.
- iii. Match suspected criminal face from pre-recorded video feeds obtained from CCTVs deployed in various critical identified locations, or with the video feeds received from private or other public organization's video feeds.
- iv. Add photographs obtained from newspapers, raids, sent by people, sketches etc. to the criminal's repository tagged for sex, age, scars, tattoos, etc. for future searches.
- v. Investigate to check the identity of individuals upon receiving such requests from.

Enable Handheld mobile with app to capture a face on the field and get the matching result from the backend server.

The facial recognition system shall be enabled at cameras identified by the Authority. These cameras identified shall be installed at critical locations finalized by authority.

The detailed functional requirement specification of the facial recognition system is provided in subsequent sections of this RFP

2.6. Face Image Data Standard

Manual Facial recognition is not sufficient currently for de-duplication. Computer based face recognition has reasonable accuracy under controlled conditions only. Hence for de-duplication purposes, other biometrics like finger print/iris image is also recommended.

With the objective of interoperability among various e-Governance applications, the face image data standard for Indian e-Governance Applications will adopt ISO /IEC 19794-5:2005(E). While the ISO standard is broad to cover all possible applications of computer based face recognition and human visual inspection, this standard is more restrictive, as it is limited to human visual inspection.

The ISO standard specifications are tailored to meet specific needs of civilian e-Governance applications by specifying certain prescriptive values and best practices suitable in Indian context.

Standard	Description
ISO /IEC 19794-5:2005(E)	<p>This standard includes capture and storage specifications of face images for human visual inspection and verification of the individuals in Indian E-Governance applications.</p> <p>It specifies a format to store face image data within a biometric data record compliant to the Common Biometric Exchange Formats Framework (CBEFF), given in ISO 19785-1. It also includes best practices recommended for implementation of the specifications in different categories of e-Governance applications.</p> <p>The scope of this standard includes:</p> <ul style="list-style-type: none"> • Characteristics of Face Image capturing device • Specifications of Digital Face Image & Face Photograph Specifications intended only for human visual inspection and verification • Scene requirements of the face images, keeping in view a future possibility of computer based face recognition • Face Record Format for storing, archiving, and transmitting the information of face image within a CBEFF header data structure for the purpose of interoperability and usage in future for computer based face recognition.

2.7. Technical requirements for AFRS solution

Please note that all the requirements mentioned in this section are the minimum and indicative in nature.

Proposed software requirement for AFRS:

The AFRS application software is proposed to be hosted in NCRB with the capacity of processing 1 crore images with up gradation capacity up to 5crores.

1. Generate and Record Index Numbers and other codification for establishment of unique identity, annotation and reporting.
2. Usage of biometric standards based matching and verification mechanism and reporting capabilities

3. The standard transaction number that is automatically generated by a Live Scan workstation for each facial record generated at Fixed installation (Police station or higher office) and Mobile installation (Mobile Data Terminal) to be utilized by AFRS for the complete end to end biometric matching and verification process
4. A master cross-reference table to be available for defining associations of the AFRS primary index numbers, Transaction numbers and any other agency-specific index numbers for maintenance of uniqueness of records.
5. The AFRS solution should be built on a modular platform and should be able to integrate with NAFIS and Crime Analytics solutions for providing facial/ fingerprint attributes.
6. The solution should be compatible with other biometric solutions such as Iris and AFIS for generation of comprehensive biometric authentication reports.
7. Interfacing ability to capture and analyze data from various means of video and image sources like Mobile Data Terminals, Surveillance cameras, etc.
8. Secure image storage and authorized user access and authentication for capture and storage, usage, processing and disposal of data.

The entire system should have compliance with the following International Standards.

Compliances with International Standards
NIST Compliance to Data Format for the Interchange of Facial & other Biometric Information (ANSI (American National Standards Institute)/NIST-ITL 1-2011) with latest update 2015.
JPEG compression for mug-shot images (ANSI/NIST – ITL 1-2011) updates 2015.
Automated ICAO compliant image software for enrolment and verification.
The AFRS should support image file formats like NIST, JPEG, JPEG2000, PNG, BMP, TIFF, GIFF and Video formats AVE, AVI, MPEG, MP4, MOV, ASF and MKV. The procedure/process of import/export should be fully automatic.
The AFRS should support diverse graphics and video formats as well as live cameras with infra-red camera support.
Electronic Biometric Transmission Specification (EBTS)
The AFRS should support mobile (Android) version for enrollment, capture and search.

Facial Image standard as per the ISO/ IEC JTC1 19794: 2005 format.
Benchmarked in Face Recognition Vendor Test (FRVT) conducted by NIST in 2018 or above

2.8. System Security

The data of NCRB is a valuable resource and key component of Technical Architecture. Information security is very important to maintain Integrity, Confidentiality & Availability of data.

- i. Data needs to be protected against following threats.
 - a. Unauthorized access to database or application
 - b. Accidental modifications or deletions
 - c. Confidentiality, Integrity & Availability breeches of data during data transport & physical storage.
 - d. Encryption/Decryption engine for encryption/decryption of records while storing/loading the records to/from the database.
 - e. The AFRS must allow the implementation of an access control policy based on the use of logins, passwords and /or fingerprint login.
- ii. Front end application should include features of MD 5/SHA encryption layer, SSL based (for web-enabled), Prevention from BRUTE Force Attack, SQL Injection, other vulnerability patches etc.
- iii. Multi-layered security should be in place in order to access various features at Central Server, which must be exhibited by the vendor at the time of evaluation etc.

2.9. Scope of services during implementation Phase

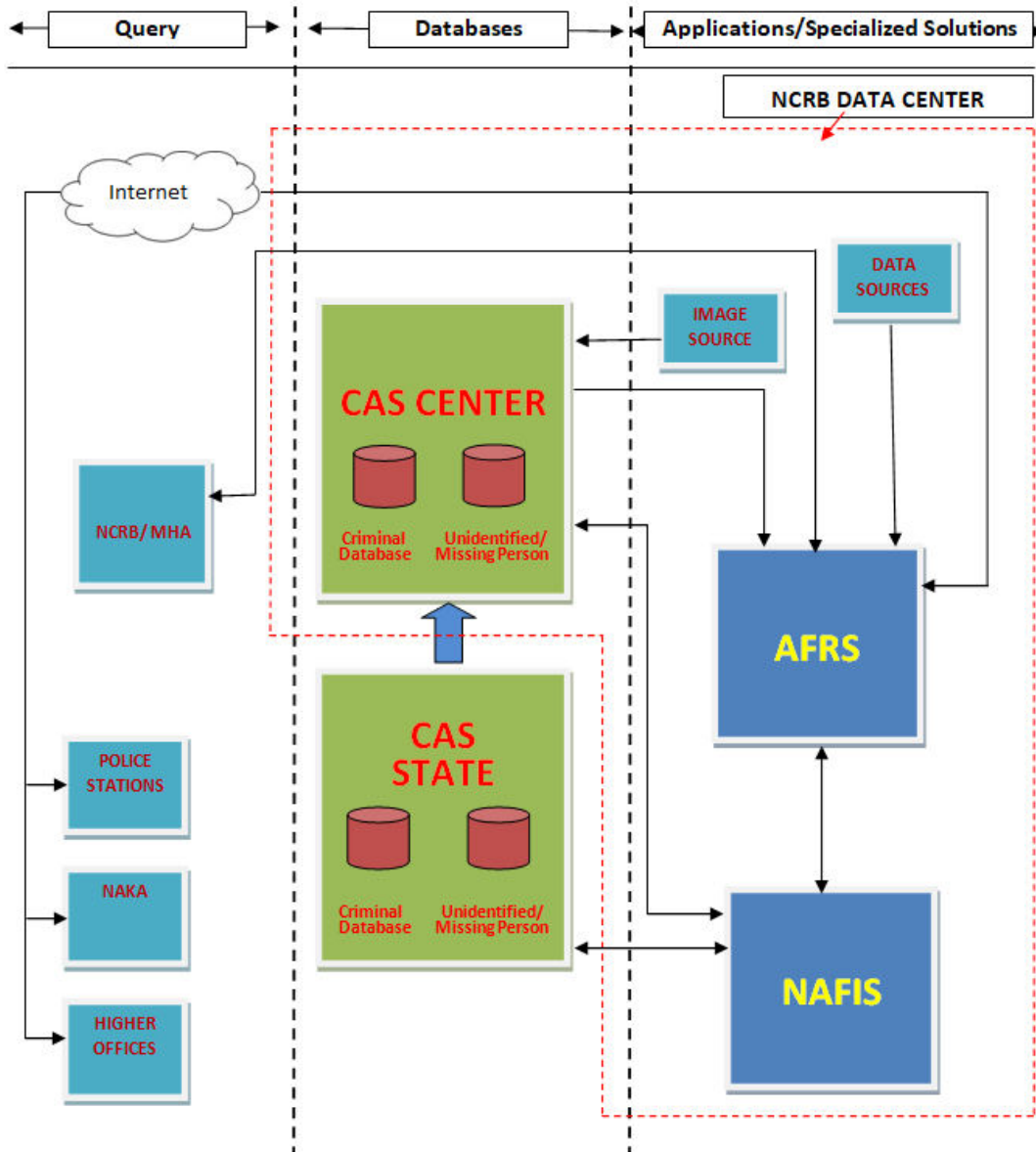
- i. Detailed Project Plan for CCTNS Specialized solution-AFRS implementation and its approval from NCRB
- ii. System Study and Design. This would include detailed requirement gathering from the different locations
- iii. Gap Analysis, FRS and SRS finalization
- iv. Customization of AFRS software
- v. Procurement and installation of hardware
- vi. Data Centre and DR Commissioning
- vii. Completion of Installation and Commissioning of all the Remote Terminals
- viii. Training and Capacity Building completion
- ix. Integration of AFRS with CAS, Talash, IFVRT, 'KhoyaPaya' and NAFIS etc.

- x. Acceptance Testing of AFRS solution including software, application, hardware, certification, STQC audit etc.
- xi. Selected Bidder shall ensure that all necessary certifications (like STQC etc.) will be taken up by the vendor prior to the implementation of the solution.
- xii. The Successful bidder shall be required to carry out all the activities needed to ensure site preparation at the identified implementation sites.
- xiii. Assessment of up-gradation/enhancement requirement as per actual database size at that point of time (completion of 3 years)
- xiv. Implementation of the upgrade/enhancement
- xv. Testing and Acceptance of the up-gradations/enhancement.
- xvi. Each user has to provide separate user id and password and SSO will be implemented for smooth user management.

Asset Management / Reporting Subsystem/SLA Management/Incident management

- i. Management / Health of RQT, Data enter & DR.
- ii. Various type of MIS Report generation regarding various type of activities happening through AFRS as per requirements of NCRB/MHA
- iii. A suitable open source SLA management/Incident management tools for proper monitoring during the post implementation phase.

2.10. Functional Architecture of the system



The above diagram explains the basic architecture of the AFRS solutions. The building block of the architecture is fundamentally divided into three blocks:

- **Query:** Those agencies who act as the client for the AFRS.
- **Databases:** It comprises the source database for AFRS. It should have logical partitioning to cater criminal, Unidentified Dead bodies, Missing Persons, Found Persons, Foreigners arrested data in the database.

Database should have capability of handling 2500 concurrent users.

- **Applications/ Specialized solutions:** Specialized solutions like AFRS, NAFIS etc.

Data sources like Police Stations, Crime records etc. will feed the data into the CAS state database that will further passed into CAS Center. Inputs will come from:

- i. Surveillance cameras located at different locations in the city
- ii. Photographs captured at police station level.

At NCRB data center there will be a repository database of all the photographs collected from across the nation. The AFRS solution will execute facial recognition algorithm for searching the person of interest.

Center agencies like NCRB/MHA and State agencies like Police Stations, Naka can query on the AFRS.

2.10.1. Mobile App

It is mandatory to provide mobile application(Android / Windows / iOS platform)so that it can be used easily and effectively by police personnel.

2.10.2. General Requirements

It should be compatible for integration with other databases like CCTNS, IRIS, and AFIS etc.

2.10.3. General Conditions of the Implementation

It is mandatory that all the desired features should be demonstrated at the time of technical evaluation of the system. No second chance shall be provided for demonstration. Technical offers which shall be found half/partial complied shall be treated as cancelled.

The successful bidder will organize training programs to train the police personnel from states for image enhancement, face completion software and for proper handling of the equipment/system. The bidder will also organize training program for NCRB personnel for handling and maintenance of the equipment and databases. The successful bidder should also periodically organize refresher training based on the requests received from NCRB.

Technical support of all types should be made available during implementation & operation and maintenance phase post Go-live and adhere to the SLA's.

The successful firm shall provide comprehensive on-site warranty for all items/equipment (Hardware & Software) for a period of 5 years (extendable by 3 more years) from the date of GO-LIVE of the System.

Sole proprietary and ownership/License rights of all the hardware and software including data will be with the NCRB/MHA.

2.11. Hardware for AFRS system

Parameters such as speed, accuracy are already mentioned in this RFP. Bidder will have to quote for the infrastructure based on the required database size. Bidders with their Institutional Knowledge must propose their solution and Hardware sizing so as to ensure compliance to performance and SLA Parameters. ISO certified hardware and its improvement for meeting the desired performance is the responsibility of the bidder.

Although current proposal is for 5 years O & M, Bidder is requested to specify yearly charges for continuation of O & M after the expiry of 5 years.

Reputed and well proven brands such as DELL, IBM, HP are preferred over new entrants which are yet to reach to that level.

Note: - All hardware will be installed in NCRB only.

2.12. Image Enhancement software

The package should have image enhancement capabilities. And bidder has to conduct the operator level training and ToT for the same. The details of the training are mentioned under capacity building.

2.13. Acceptance Testing of Application

Annexure I

A I. Acceptance Testing Procedure

Acceptance testing is an essential part of software implementation project. It is at this stage that the user is to test and accept individual items as also the entire system. The primary goal of Acceptance Testing is to ensure that the AFRS solution implemented as part of the project (including all the systems, deliverables and services) meets the pre-defined requirements/ specifications for functionalities, performance and security. This is ensured by defining clear, quantifiable metrics for accountability for each of the following

1. IT Infrastructure including hardware components
2. Application and integration with other IT systems
3. Project documentation

The NCRB Project Management Team (PMT) along with other Officers from MHA/ MeitY/IFA etc. will carry out the acceptance testing. Such an involvement of an external agency shall not, however, absolve the fundamental responsibility of the SUCCESSFUL BIDDER of designing, developing, installing, testing & commissioning the various components of the project to deliver the services in perfect conformity with the requirements stated in the RFP & the requisite SLAs.

The representative of the SUCCESSFUL BIDDER may be present during the acceptance testing & even in case he is not present, the acceptance testing proceedings will be binding on the SUCCESSFUL BIDDER and the corrections/ modifications suggested should be carried out by the SUCCESSFUL BIDDER. The NCRB PMT will ensure that it will commence acceptance testing expeditiously & complete it at the earliest once the system/ document is provided by the SUCCESSFUL BIDDER for acceptance. The mutually agreed time frames for completion of the Acceptance Testing are to be laid down & adhered to. If certain minor problems persist, the Acceptance Test Team may proceed with the Acceptance Testing & make mention of the same in the proceedings. The balance can be pursued subsequently and a supplementary ATP can be carried out.

The different acceptance tests & the acceptance criteria to be adopted are mentioned below:

a. IT Infrastructure including hardware components

The Selected Bidder shall finalize an Acceptance Test schedule at least 15 days in advance of offer for acceptance testing in consultation with NCRB. He shall also clearly indicate the specifications clause(s) verified by each test. The Acceptance Test schedule shall be exhaustive based on the specifications and will generally cover the following:

1. Hardware equipment testing before commissioning
2. Check on data cabling, electrical cabling and other wiring
3. On-site validation of Hardware, network equipment & other stores at all the locations
4. Setting up of the test environment
5. Functional test on individual equipment, network, software (backup software and antivirus software), reporting etc. as per specifications
6. System and/or integration test on solution as a whole
7. Capacity/ Load test
8. Data updating at DR site with incremental update as well as flush update.
9. Switch over from main site to DR site, backup, high availability and fallback on N+ 1 server.
10. Intrusion detection and security preparation test
11. Operation of help desk
12. User acceptance testing with parallel run

b. Partial Acceptance Test

i. Infrastructure Compliance Review

On receipt of hardware delivered by the SUCCESSFUL BIDDER, Representative of Acceptance Team will physically check all packages & boxes to check that the items are received as against the quantities & specifications indicated by the SUCCESSFUL BIDDER in its Proposal. All System software being provided must be the latest & complete with all manuals. They must include the licenses, media (CD ROM) and certificate of authenticity. On establishment of the network, installation & integration of the various components of the networks, Representative of Acceptance Test team will carry out acceptance testing of the network/ integrated system to verify the conformity of the performance against the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by SUCCESSFUL BIDDER. A burnout test for the servers shall be carried out for 72 hrs.

These partial Acceptance Tests are carried out just to take a preliminary view so that Final Acceptance Test Team should not conclude that Quantity itself are not matching.

c. User Acceptance Test

For conducting the User Acceptance Testing, NCRB shall identify the employees from NCRB and State Police who shall be responsible for day-to-day operations of the functions automated through the AFRS solution. The system should necessarily satisfy the user acceptance testing process.

The AFRS solution Implemented/customized by SUCCESSFUL BIDDER shall be reviewed and verified, against the Functional & Technical Requirements signed-off between NCRB and SUCCESSFUL BIDDER. Any gaps, identified as severe or critical in nature, shall be addressed by SUCCESSFUL BIDDER immediately prior to Go-live of the solution. One of the key inputs for this testing shall be the traceability matrix to be developed by the SUCCESSFUL BIDDER for AFRS solution. Apart from traceability matrix, SUCCESSFUL BIDDER may develop its own testing plans for validation of compliance of system against the defined requirements.

d. Performance Review

Performance is another key requirement for the project and NCRB along with other Officers like members from MHA, MeitY, IFA etc. shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request-response time, work-flow processing time, concurrent sessions supported by the system, disaster recovery drill etc. The performance review also includes full load/ stress test using suitable simulation tools prior to Go Live once the integration test has been successfully completed. The AFRS system would be considered ready to Go Live on successful completion of load/ stress testing

The bidder shall make available the software programs and testers required for carrying out the acceptance tests as per the schedule. Any additional test equipment deemed required during validation shall be arranged by the bidder at no cost to NCRB, so as to complete the validation as per the specified time schedule in this document. The bidder shall indicate whether the software package includes programs for testing the Data Center Infrastructure under full load conditions and overload conditions by creation of artificial data in consultation with NCRB. Such test program shall be provided by the bidder for the limited purpose of testing.

Acceptance Test Team will carry out all the tests detailed in the acceptance test schedule to confirm that the performance of the different modules, subsystems, and entire installation satisfies the specified requirement of specifications including service performance.

Any deficiency found during validation in performance of the system as per the requirement shall be rectified by the bidder immediately at all the locations. Any components or modules failing during the acceptance tests or requiring alterations necessary to meet specification requirements shall be replaced at no extra cost to the Purchaser at site by the Selected Bidder in consultation with NCRB . These shall be shipped within two weeks of the initial reports.

e. Security Audit of the IT Infrastructure

The SUCCESSFUL BIDDER is also required to conduct security audit of the entire IT infrastructure carried out by the STQC or CERT-in or any other empanelled agency and should be carried out before the Operational go-live of the entire system.

f. Final Acceptance Testing

Pre- requisites of Final Acceptance shall have the following:

1. Installation & commissioning of all hardware, software supplied under this RFP
2. DR site is available for testing the application when DC is brought down
3. All documentation related to NCRB and relevant acceptance test document (including IT Components, non IT components).
4. Installation and commissioning shall include:
5. Installation and Commissioning of IT, non – IT components across NCRB offices& DR Site
6. For both IT & Non-IT equipment / software manuals / brochures / Data Sheets / CD / DVD / media for all the NCRB supplied components
7. Availability of all the defined services shall be verified and mutually agreed between NCRB and the successful bidder
8. The SUCCESSFUL BIDDER shall be required to demonstrate all the features / facilities / functionalities as mentioned in the RFP.
9. Successful completion of User Acceptance test
10. Successful demonstration of performance
11. Successful completion of 3rd Party Audit

Successful bidder must submit written request informing the readiness for Final Acceptance Test. It is expected that Final Acceptance Committee should not notice any deviations and

therefore NCRB Team may pre-verify and communicate the deficiencies instead of arranging Final Acceptance Test.

2.14. AFRS Application and integration with other IT Systems

Necessary documentation about integration namely (a) AFRS and CCTNS-CAS (Centre) (b) AFRS and CCTNS-CAS (State) (c) and other mentioned solutions of the State FRS (d) AFRS and Talash (e) AFRS and IFVRT (f) AFRS and 'KhoyaPaya' must be supplied to Acceptance Test team for acceptance Test

a. Functional Requirements Review

The web-based AFRS solution developed/customized by successful bidder shall be reviewed and verified by NCRB/ External agency appointed by NCRB the Functional Requirements blueprint signed-off between the NCRB and SUCCESSFUL BIDDER. Any gaps shall be addressed by SUCCESSFUL BIDDER immediately. One of the key inputs for this testing shall be the traceability matrix to be developed by the SUCCESSFUL BIDDER for the implementation of the AFRS. Apart from Traceability Matrix, the NCRB or external agency appointed by NCRB may develop its own testing plans for validation of the compliance of the system against the defined requirements.

Please note that alternate approaches to meet the requirements are acceptable only if they were mentioned in the original technical proposal.

b. Annual Security Review of the AFRS Solution

The AFRS implemented/customized for NCRB shall be audited by NCRB or any external agency appointed by NCRB from a security & controls perspective every year. Such audit shall also include the IT infrastructure and local area network deployed for AFRS. The security review shall subject the AFRS solution (both Hardware & Software) for the following activities:

1. Audit of Network, Server and Application security mechanisms
2. Audit of all the hardware equipment.
3. Assessment of authentication mechanism provided in the application /components/ modules
4. Assessment of data encryption mechanisms implemented for the solution
5. Assessment of data access privileges, retention periods and archival mechanisms
6. Server and Application security features incorporated etc.

The recommendations of the security review will be incorporated in the system by the SUCCESSFUL BIDDER within 30 days of communication during O&M Period.

c. Acceptance of Project Documentation

NCRB or any other external agency appointed by NCRB shall review the project documents developed by SUCCESSFUL BIDDER including requirements, design, installation, training and administration manuals, version control etc. Any issues/gaps identified in any of the above areas shall be addressed to the complete satisfaction of NCRB

2.15. Capacity Building and change management

The AFRS Vendor has to provide training on the AFRS system to NCRB personnel as follows.

Training will be of Two Types:

1. User Operating Training
2. System Administrative Training (Consists of AFRS software application, System Software, Hardware & Network Engineering Training)

Level of Trainee	Type of Training	No. of personnel to be trained	Level
Police Constable / Head Constable	Basic Training in AFRS Software of Enrolment Workstation (Operation, Maintenance & Troubleshooting)	2 nominees from each district and commissionerate, who will further train the other police personnel of the district and commissionerate. 10, 8 and 5 persons from SCRB depending upon the size of the state (Classification will be provided by NCRB 30 members from NCRB for ToT.	Operator/ Image Enhancer
AFRS System Administrator Training	System and Network Administrator Extensive training in AFRS software & System	2 State/UT nominated representative from each State/UT and 15	Expert

Level of Trainee	Type of Training	No. of personnel to be trained	Level
	software: Installation, configuration, operation, maintenance & troubleshooting; Networking: configuration, operation, maintenance & troubleshooting; Hardware: maintenance & troubleshooting.	representatives from NCRB. 10 NCRB members for handling the application including the database and equipment as part of EXIT Management of technical handholding has to be provided by vendor after exit on no-further cost.	

For training and support, the AFRS Vendor should arrange training at NCRB, New Delhi with training material. Before commencement of training, a detailed training plan needs to be submitted by vendor which will be further approved by NCRB. Training shall be in English. Training material should also be in English. The AFRS Vendor should give refresher training after every three months for Police officials for better performance. It is to be clearly understood that the requirement of training shall be considered to be fulfilled only when the competent authority is satisfied that identified personnel has developed / acquired necessary knowledge / skill / capability and confidence to run the system / project without support from AFRS Vendor. It may require multiple session and refresher training etc.

FAT for training will be done by conducting tests for the trainee. The training will be considered to be successful only if 70 per cent of the trainees score more than 70 per cent in the tests. Any breach of the same will lead to repeat training sessions.

2.16. Post Implementation Services

As part of the post implementation services, the bidder shall provide support for the software, hardware, and other infrastructure provided as part of this RFP. Bidder shall provide five years of comprehensive AMC for all the products / software supplied that includes

1. Warranty support
2. Annual Technical Support (ATS)
3. Handholding Services
4. Operations and maintenance services for the server and related infrastructure supplied and commissioned by the bidder for the application at the Data Centre and Disaster Recovery Centre.
5. Central Helpdesk from the NCRB designated premises. Software and hardware maintenance and support services. This helpdesk must be compliant to the ITIL standards. Service Level Agreements for the Helpdesk are defined in the SLA section.

The services shall be rendered onsite from the NCRB designated premises. The bidder shall develop a work plan for the knowledge sharing as per scope defined in this RFP for use in future phases of the project.

As part of the warranty services bidder shall provide:

1. Bidder shall provide a comprehensive warranty and on-site free service warranty for 5 years from the date of Go Live.
2. Bidder shall obtain the five year product warranty and five year onsite free service warranty on all licensed software, computer hardware and peripherals, networking equipment and other equipment.
3. Bidder shall provide the comprehensive manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP. Bidder must warrant all hardware, equipment, accessories, spare parts, and software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.
4. Bidder shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP.
5. Bidder is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP. During the warranty period bidder shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost to the NCRB in case the procured hardware or software is not adequate to meet the service levels.
6. 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 or six times in a period of less than twelve months, it shall be replaced by equivalent or higher level new equipment by the bidder at no cost to NCRB. 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 NCRB. 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, NCRB reserve the right to charge a penalty.

7. During the warranty period bidder shall maintain the systems and repair / replace at the installed site, at no charge to NCRB, all defective components that are brought to the bidder's notice.
8. The bidder shall as far as possible repair the equipment at site.
9. In case any hard disk drive of any server, SAN, or client machine is replaced during warranty/ AMC the unserviceable HDD will be property of NCRB and will not be returned to bidder.
10. Warranty should not become void, if NCRB buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the bidder. However, and the warranty will not apply to such supplemental hardware items installed.
11. The bidder shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.
12. Bidder shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
13. The bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
14. 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.
15. 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).
16. The bidder shall develop and maintain an inventory database to include the registered hardware warranties.

As part of the ATS (Annual Technical Support) services bidder shall provide:

1. Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.
2. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same should be done as part of ATS.

3. Bidder should carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software.
4. Updates/Upgrades/New releases/New versions. The bidder shall provide from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required. The bidder should provide free upgrades, updates & patches of the software and tools to NCRB as and when released by OEM.
5. Bidder shall provide patches to the licensed software including the software, operating system, databases and other applications.
6. Software License Management. The bidder shall provide for software license management and control. Bidder shall maintain data regarding entitlement for software upgrades, refreshes, replacements, and maintenance.
7. Bidder shall provide complete manufacturer's technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues. Bidder shall provide a single-point-of-contact at NCRB level 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.
8. The manufacturer's shall provide technical support a minimum time which includes online technical support and telephone support during the NCRB's business hours (Business hours in NCRB will be from 0830 hours to 2030 hours on all days (Mon-Sun)) with access for NCRB and bidder 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. NCRB shall have access to the online support and tools provided by the manufacturer. NCRB shall also have 24x7 accesses to a variety of technical resources including the manufacturer's knowledge base with complete collections of technical articles.

As part of the managed services bidder shall provide:

1. The scope of the services for overall IT infrastructure management as per ITIL framework shall include 365x24x7 on site Monitoring, Maintenance and Management of the server and related infrastructure supplied and commissioned by the bidder for the application at the Data Centre and Disaster Recovery Centre. The business hours in NCRB will be from 0830 hours to 2030 hours on all days (Mon-Sun). Bidder will plan these services accordingly. The bidder shall provide the MIS reports for all the devices installed in the Data Centre and Disaster Recovery Centre in format and media as mutually agreed with the NCRB on a monthly basis. Whenever required by NCRB, bidder

should be able to provide additional reports in a pre-specified format. The indicative services as part of this support are as below:

- a) System Administration, Maintenance & Management Services
 - b) Application Monitoring Services
 - c) Network Management Services
 - d) Backend Services (Messaging, etc.)
 - e) Storage Administration and Management Services
 - f) IT Security Administration Services and Services for ISO 27001 and ISO 20000 compliance
 - g) Backup and Restore Services
2. As part of the managed services to provide Centralized Helpdesk and Support for end users at each location bidder shall provide:
- a) The service will be provided in the local language of the NCRB.
 - b) The help desk service that will serve as a single point of contact for all AFRS infrastructure related incidents and service requests. The service will provide a Single Point of Contact (SPOC) and also resolution of incidents. NCRB requires the bidder to provide Help Desk services to track and route requests for service and to assist end users in answering questions and resolving problems related to the software application, network, Data Centre, Disaster Recovery Centre, Client side infrastructure, and operating systems at all locations. It becomes the central collection point for contact and control of the problem, change, and service management processes. This includes both incident management and service request management.
 - c) Establish 16X6 Help Desk facilities for reporting issues/ problems with the software, hardware and other infrastructure.
 - d) Bidder shall maintain and support to all client side infrastructure including hardware, networking components, and other peripherals.
 - e) Bidder shall provide maintenance of Hardware, including preventive, scheduled and predictive Hardware support, as well as repair and / or replacement activity after a problem has occurred.
 - f) Bidder shall track and report observed Mean Time between Failures (MTBF) for Hardware.
 - g) Bidder shall provide functional support on the application components to the end users.
 - h) Bidder shall also provide system administration, maintenance and management services,
 - i) LAN management services and IT security administration services.

3. As part of the Handholding services to provide software maintenance and support services bidder shall provide:
 - a) The Software Maintenance and Support Services shall be provided for all software procured and implemented by the bidder. The bidder shall render both on-site and off-site maintenance and support services to NCRB to all the designated locations.
 - b) The Maintenance and Support Services will cover, all product upgrades, modifications, and enhancements.
 - c) Updates/Upgrades/New releases/New versions. The bidder will implement from time to time the updates/Upgrades/New releases/New versions of the software and operating systems as required after necessary approvals from NCRB about the same.
 - d) Tuning of application, databases, third party software's and any other components provided as part of the solution to optimize the performance.
 - e) The bidder shall apply regular patches to the licensed software including the operating system and databases as released by the OEMs.
 - f) Software License Management - The bidder shall provide for software license management and control. Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance. bidder should perform periodic audits to measure license compliance against the number of valid End User software licenses consistent with the terms and conditions of site license agreements, volume purchase agreements and other mutually agreed upon licensed software terms and conditions and report to NCRB on any exceptions to bidder terms and conditions, to the extent such exceptions are discovered.
 - g) The bidder shall undertake regular preventive maintenance of the licensed software.

4. As part of the managed services to provide application functional support services bidder shall provide:
 - a) The Application Functional Support Services shall be provided for all software procured and implemented by the bidder. The bidder shall render both on-site maintenance and support services to NCRB from the development centre in NCRB.
 - b) Enhancements and defect fixes. Bidder shall incorporate technological changes, and provide enhancements as per the requests made by NCRB. Bidder shall perform minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working of the application. Any change can, however, be done only on approval and acceptance by NCRB.
 - c) Routine functional changes that include user and access management, creating new report formats, and configuration of reports.
 - d) Bidder shall provide user support in case of technical difficulties in use of the software, answering procedural questions, providing recovery and backup

information, and any other requirement that may be incidental/ancillary to the complete usage of the application.

- e) The bidder shall migrate all current functionality to the new / enhanced version at no additional cost to NCRB and perform any future upgrades, modifications or enhancements.
- f) The bidder shall perform user ID and group management services.
- g) The bidder shall maintain access controls to protect and limit access to the authorized End Users of the NCRB.
- h) The services shall include administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, announcing and providing networking services for users and providing administrative support for print, file, directory and e-mail servers.

3. Instruction to Bidder

3.1. Tentative Calendar of Events

The following table enlists important milestones and timelines for completion of bidding activities: The milestones and timelines mentioned in the table below are suggestive in nature and may vary

S. No.	Milestone	Time for Completion
1	Release of Request For Proposal (RFP)	
2	Pre-Bid Conference (Explanation of the RFP)	
3	Last date for submission of written questions by bidders	
5	Last date for Submission of bids	
6	Opening of technical bids	

3.2. Instructions to Bidder

AVI- 1. Bid Submission Instructions

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

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

a. Mode of Submission

The details submitted online would be considered final and details submitted as hardcopy will only be a reference.

3.2.1. Online submission

Eligible vendors who meet the eligibility criteria may submit their proposals online on the e-procurement portal <https://eprocure.gov.in/eprocure/app> with all the necessary documents along with the covering letter duly signed by an authorized signatory, before the bid submission closing date as specified in the “Important Dates” section.

Note:

1. The Bid shall be typed in English and digitally signed by the Bidder or a person duly authorized to bind the Bidder to the Contract.
2. All the documents uploaded in the bid envelopes must be digitally signed by the authorized representative.
3. Power-of-attorney Document (in the name of the signatory of the proposal) must be printed on Company letter head and ink signed. It should be scanned & uploaded in the Pre-Q envelop.
4. It is mandatory for the Bidder to quote for all the items mentioned in the RFP.
5. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid file is found to be modified by the bidder, the bid will be rejected. Templates of Technical Bid and Financial Bid in editable format (.doc & .xls) can be downloaded with RFP Document from the websites.
6. The server time (which is displayed on the bidder’s dash board) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All bidders must fill Electronic Forms (if applicable) for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main Bid/documents uploaded. If variation is noted

between the information contained in the Electronic Forms and Main Bid/documents uploaded, the content of Main Bid/documents shall prevail.

8. Upon the successful and timely submission of bids , the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. Bidders are advised to take printout of the bid summary and the bid receipt and keep it safe for record purpose.
9. Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
10. Commercial Bid sheets must be uploaded in PDF and Excel Format. In case of any discrepancy in the values provided in PDF and Excel file, the values of PDF file shall prevail.

3.2.2. Offline submission

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

- a. **RFP Document Fees:** RFP document can be obtained from Reception, NCRB, NH-8, Mahipalpur, New Delhi-110037 as per the dates specified in the notification by paying fees will be Rs.1,000 (Rupees ONE Thousand only), to be submitted in the form of a non-refundable bank demand draft drawn in favour of “A.O. PAO. DCPW” payable at New Delhi. The bidder may also download the RFP documents from the NCRB website www.ncrb.gov.in. In such case, the demand draft of RFP document fees should be submitted along with Technical proposal. Tenders received without or with inadequate RFP document fees shall be liable to get rejected.
- b. **Furnishing Full information:** The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.
- c. **Pre-Bid Conference:** The date, time and venue of the Pre-bid conference will be intimated to all bidders through e-mail. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the particular RFP. Pre-Bid Conference will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

d. **Response to Bidder’s Enquiries:** All enquiries from the bidders relating to this RFP must be submitted in writing exclusively to the Contact person whose details are as follows:

Name: Shri Sanjay Mathur, IPS,
 Address: NCRB, NH-8 Mahipalpur New Delhi - 110037
 E-mail: jdcctns@ncrb.nic.in
 Telephone: 011-26735503

The queries should necessarily be submitted in the following format:

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

All enquiries should be sent in written form only and they will be acknowledged in Xerox. NCRB shall not be responsible for ensuring that bidders’ enquiries have been received by them by post etc. However, NCRB neither makes any representation or warranty as to the completeness or accuracy of the responses, nor does it undertakes to answer all the queries that have been posed by the bidders. All responses given by NCRB will be distributed to all the bidders.

e. **Supplementary Information / Corrigendum / Amendment to the RFP**

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

f. **Proposal Preparation Costs:** The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NCRB to facilitate

the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement) and all such activities related to the bid process. This RFP does not commit NCRB to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

- g. **NCRB's Right to terminate the Process:** NCRB makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this RFP does not constitute an offer by NCRB. The bidder's participation in this process may result in NCRB selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by NCRB to execute a contract or to continue negotiations.
- h. **Earnest Money Deposit (EMD):** Bidders shall submit, along with their Bids, an EMD amount (40 lakh) in the form of a Demand Draft/ Bank Guarantee/Banker's cheque/FDR issued by any Commercial bank in favour of AO, PAO, DCPW payable at New Delhi
- i. EMD should be valid for 225 days (180 days bid validity period+ 45 days beyond bid validity) from the opening date of the tender. Bid security in any other form will not be accepted. Format for bid security is provided in AIX.1.5 of this RFP. Bank Guarantees to be provided against this tender should be issued by any commercial bank.
 - ii. EMD shall be returned to the unsuccessful bidder at the earliest after final bid validity and latest on or before the 30th day after the award of contract to successful bidder. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee. Also, bid security should remain valid for a period of 45 days beyond the final bid validity period.
 - iii. The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
 - iv. The bid submitted without bid security, mentioned above, will be summarily rejected.
 - v. The bid security may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity
 - If the bidder fails to sign the contract in accordance with terms and conditions (Only in case of a successful bidder)
 - Fails to furnish performance security
 - Any information given is found wrong.
- i. **Authentication of Bids:** The original and all copies of the bid shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to bind the Bidder to the contract. A letter of authorization shall be supported by a written power-of-attorney

accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid

- j. **Interlineations in Bids:** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- k. **Venue & Deadline for submission of proposals:** Proposals, in its complete form in all respects as specified in the RFP, must be submitted in the tender box kept at the address specified below:

Name and Address: PS to Joint Director (CCTNS), NCRB, NH-8, Mahipalpur, New Delhi
Telephone: 011-26735503

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

3.2.3. Bid Submission Instructions

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

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

a) Mode of Submission

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

Envelope	Instructions
Envelope 1: Bid Security	The envelope containing the EMD shall be sealed and super scribed “Earnest Money Deposit – AFRS”. This envelope <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected. A board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP shall be included in this envelope.
Envelope 2: Technical	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed

Envelope	Instructions
Proposal	<p>in this RFP. The envelope shall be sealed and super scribed “Technical Proposal –AFRS” on the top right hand corner and addressed to NCRB, at the address specified in this RFP.</p> <p>This envelope <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p> <p>The technical proposal should be submitted with 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 “Technical Proposal – AFRS” shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed.</p> <p>In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the technical proposal will prevail and will be considered as the proposal for the purpose of evaluation.</p>
Envelope 3: Commercial Proposal	<p>The Commercial Proposal will be submitted only in the printed format and the bidder is expected to submit only one copy of the Commercial Proposal as per the forms in this RFP.</p> <p>All the pages in the commercial response should be on the letterhead of the Bidder with a seal and signature of the authorized signatory of the Bidder. The hard copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed “Commercial Proposal –AFRS” (Not to be opened with the Technical Proposal) at the top right hand corner and addressed to NCRB at the address specified in this RFP.</p>
Envelope 4	<p>All the above 3 envelopes along with the tender fees and documents should be put in Envelope 4 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project (“AFRS: Response to the RFP for Selection of Successful bidder”).</p>
<p><i>Note:</i> The outer and inner envelopes mentioned above shall indicate the name and address of the bidder agency. Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline.</p>	

- ii. NCRB will not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
- iii. The bidders are requested to sign/ stamp across the envelopes along the line of sealing to ensure that any tampering with the proposal cover could be detected.
- iv. The envelope with technical and commercial proposals should be submitted along with a certified true copy of the corporate sanctions/approvals authorizing its authorized representative to sign/act/execute documents forming part of this proposal including various RFP documents and binding contract, at the address and time as specified in this RFP.
- v. The proposals shall be valid for a period of Six (6) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
- vi. In exceptional circumstances, at its discretion, NCRB, may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing.

b) Commercial Proposal

- i. In the commercial bid, the Bidder is expected to price for all the items and services it has proposed in the Technical Proposal. NCRB, may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- ii. Unless expressly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information directly relevant to the scope of services provided in the RFP may be submitted to accompany the proposal. However, this information will not be considered for evaluation purposes. All the Prices/ Commercials shall be quoted entirely in Indian Rupees for preparation of Commercial Proposal against this RFP. The Commercial Proposal must be detailed and must cover each year of the contract term. The bidder must provide the Commercial Proposal in hardcopy only and should not comprise of any direct/ indirect conditions. It is required that the all the proposals submitted against the RFP should be unconditional.

iii. Correction of Error

1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by NCRB. All corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
2. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

iv. Prices and Price Information

1. The Bidder shall quote a price for all the components, the services of the solution to meet the requirements of NCRB, as listed in this RFP. All the prices will be in Indian Rupees
2. No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract
3. The price quoted in the Commercial Proposal shall be the only payment, payable by NCRB, to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between NCRB, and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.
4. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
5. Optimally the ratio of CAPEX and OPEX cost projected in financial bid should be 60:40 of the total cost of the project (variation of $\pm 5\%$ is permissible).
6. Bidder should provide all prices, quantities as per the prescribed format given in Format for Bid Response – Commercial Bid. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (zero) in all such fields.
7. It is mandatory to provide the break-up of all components in the format specified for detailed Bill of Material. The commercial bid should include the unit price and

proposed number of units for each component provided in the Bill of Material in the commercial bid. In case of a discrepancy between the Bill of Material and the commercial bid, the technical Bill of Material remains valid. In no circumstances shall the commercial bid be allowed to be changed / modified.

8. It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder. However, if any change in the Taxation policy of Indian Government(Central Government or State Government) at the time of execution of the contract, then tax component will be adjusted accordingly. Please note that there will not be any changes in respective of imported items like dollar fluctuations, foreign Government tax etc., .The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go Live, delivery charges and any other charges as applicable.
9. All costs incurred due to delay of any sort, shall be borne by the Bidder.
10. NCRB, reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

c) Language of Proposals

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

d) Conditions Under which this RFP is issued

- i. This RFP is not an offer and is issued with no commitment. NCRB, reserves the right to withdraw the RFP and change or vary any part thereof at any stage. NCRB, also reserves the right to disqualify any bidder should it be so necessary at any stage.
- ii. Timing and sequence of events resulting from this RFP shall ultimately be determined by NCRB.
- iii. No oral conversations or agreements with any official, agent, or employee of NCRB, shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of NCRB, shall be superseded by the definitive agreement that results from this RFP process. Oral communications by NCRB, to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than NCRB.
- iv. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against NCRB or any of their respective officials, agents, or employees arising

out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

- v. Until the contract is awarded and during the currency of the contract, bidders shall not, directly or indirectly, solicit any employee of NCRB, to leave NCRB, or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in concert with the bidder, without prior written approval of NCRB.

e) Rights to the Content of the Proposal

All proposals and accompanying documentation of the Technical proposal will become the property of NCRB, and will not be returned after opening of the technical proposals. The commercial proposals that are not opened will be returned to the bidders. NCRB 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. NCRB shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

f) Modification and Withdrawal of Proposals

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

g) Non-Conforming Proposals

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

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

h) Disqualification

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

- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal
- ii. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- iii. The bidder qualifies the proposal with his own conditions
- iv. Proposal is received in incomplete form
- v. Proposal is received after due date and time at the designated venue
- vi. Proposal is not accompanied by all the requisite documents
- vii. If bidder provides quotation only for a part of the project
- viii. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- ix. Commercial proposal is enclosed with the same envelope as technical proposal
- x. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- xi. Bidder fails to deposit the Performance Security or fails to enter into a contract within 30 working days of the date of notice of award of contract or within such extended period, as may be specified by NCRB, .
- xii. Bidders may specifically note that while evaluating the proposals, if it comes to NCRB,'s knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of five years from participation in any of the tenders floated by NCRB,.
- xiii. The bid security envelope, response to the pre-qualification criteria, technical proposal and the entire documentation (including the hard and soft/electronic copies of the same) submitted along with that should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

i) Conflict of Interest

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

disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP. Please use form given in Format – Other Formats for making declaration to this effect.

4. Pre-Qualification Criteria

The bidder should meet the entire criterion mentioned below in order to qualify for the detailed bid evaluation i.e. Technical and Commercial evaluation.

S. No	Qualification Criteria	Documentary Evidence
1.	<p>The Bidder must be A company in India, registered under the Companies Act 1956 or 2013</p> <ul style="list-style-type: none"> In case of joint-bidding of not more than 2 companies (OEM and SI) registered under the relevant act (The Joint-bidding should have come into force before last date of submission of tender) or Original Equipment Manufacturer (OEM) for AFRS software 	<p><i>Copy(ies) of Certificate of Registration of bidder(s)</i></p> <p style="text-align: center;"><i>Or</i></p> <p><i>In case of joint-bidding,</i></p> <p><i>a. MoU with respect to joint-bidder and</i> <i>b. copy(ies) of certificate of registration of all joint-bidder partners</i></p> <p style="text-align: center;"><i>Or</i></p> <p><i>In case of OEM for AFRS software,</i></p> <p><i>a) provide copy of relevant certificate / document stating that bidder is OEM and</i> <i>b) In case of OEM is residing outside India then company representing as OEM should be group of companies or 100 percent owner subsidiary are acceptable provided that company should submit board resolution of parent OEM.</i> <i>c) If a copy of certificate of registration under relevant act of India / relevant Country.</i></p>
2.	<p>Bidders/ joint venture company's should have an annual turnover of at least 100 crores in each of the last 3 financial years. In case of Joint Bid, each of the partner should have an annual turnover of at least 100 crore in each of the last 3 financial years</p>	<p><i>Provide the copy of the audited financial statements of the company (both prime bidder and joint-bidder members), and/or certificate from the Chartered Accountant</i></p>

S. No	Qualification Criteria	Documentary Evidence
3.	Bidders/ joint venture should have a positive net worth in each of the last 3 financial years. In case of Joint Bid, each of the partners should have a positive net worth in each of the last 3 financial years.	<i>Provide copy of certificate from the Chartered Accountant specifying the net worth of the company</i>
4.	Bidder / Any joint-bidder member in case of joint-bidder must have successfully executed and completed in the last ten financial years, at least 3 AFRS installations with (at least 10 lakhs database) for law enforcement agencies across the world.	<i>Copy of client citations / Work Orders for AFRS installations OR client letter / testimonial stating the completion of the project and working satisfactorily in operations phase. Reference for each of the projects has to be given and should contain the following information – Name of organization, individual/s to contact, email-id, phone number and address, contract value and version of AFRS The bidder should provide the satisfaction certificate from the previous 3 companies along with the bid.</i>
5.	The Bidder / Lead member in case of joint-bidder quoting for this tender must have at least 50 computer professionals working continuously full time for the past 1 year at the time of submission of bids	<i>Certificate from the HR head stating list of Employees with exposure to Projects and Technologies</i>
6.	The foreign company (member of joint-bidder) providing AFRS software must have support setup in India with team comprises at least 10 members and the same should be established before signing of the contract.	<i>Provide proof of address in India or undertaking signed by Authorized signatory of the bidder (prime bidder in case of joint-bidder) regarding establishment of office in India before signing of the contract.</i>
7*.	Bidder should have valid documentary proof of Sales tax/VAT registration number	<i>Provide copy of Sales Tax/VAT registration number</i>
8*.	Bidder should have latest sales tax clearance certificate, issued by Sales Tax Department	<i>Provide documentary proof of Sales Tax Clearance Certificate from Sales tax Department.</i>
9*.	Bidder should have PAN/TIN/GSTcard	<i>Provide copy of PAN /TIN /GST card</i>

S. No	Qualification Criteria	Documentary Evidence
10.	The bidder / (all bidders in case of joint-bidder) should not have been blacklisted by Central government, State governments or government corporations of India as on the date of bid submission.	<i>Undertaking/self-declaration as per format in Annexure B section 4 should be submitted along with the technical bid.</i>
11.	The bidder / partner (in case of joint venture) should not have been blacklisted by Central government, State governments or govt. corporations of India as on the date of submission.	<i>Undertaking/ self declaration as per format in Annexure B section 4 should be submitted along with the technical bid.</i>

Desirable Criteria: Bidder/ Any joint-bidder member in case of joint-bidder should have participated in NIST FRVT evaluation program conducted by NIST after 2016. *Provide NIST documentation showing the Participant scores.*

***Note:** *In case of Company registered or having joint-bidder in India they have to provide these details with the bid. For the outside bidder they have to present the details within 1 month from the date of awarding of contract.*

Note:

- a) The bidder can be a company or a joint-bidder of not more than 2 companies registered under relevant act i.e. one prime bidder plus one joint-bidder partner. The joint-bidder is restricted to primary bidder and the OEM(s) of the AFRS software. Authorized agents / Licensees/ Collaborators of foreign firms are NOT allowed to be part of the joint-bidder.
- b) Joint ventures: Credentials of the partners of the Joint ventures cannot be clubbed for the purpose of compliance of PQC in supply of goods/ equipments and each partner must comply with all the PQC independently. However for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.
- c) The joint-bidder shall be formed under a duly stamped joint-bidder agreement and registered in India. Copy of the registered joint-bidder agreement should be submitted along with the bid document. In the event of joint-bidder, one of the partners will be designated "Prime Bidder". In case of a successful bidder, which is a joint-bidder, the parties of joint-bidder shall be jointly and severally held responsible for the implementation

and provision of services till completion of the entire project. A declaration to this extent should be submitted along with the tender.

- d) A bidder can submit bids either as a single bidder or prime bidder in a joint-bidder or a joint-bidder member of a joint-bidder. In the event the bidder is part of more than 1 bid in any form as mentioned above, all the affected bids will be summarily rejected

5. Timelines and Deliverables

The project will be rolled out according to the following indicative timelines as mentioned below. Deliverables of the selected successful bidder are also mentioned in the table.

5.1. Timelines for activities directly linked to AFRS

Phase	Start week	Ending Week	Milestones	Deliverables
M1			Sign of contract	Performance Bank Guarantee (10% of Total Contract Value)
	T+1	T+1	Project Kick Off - Detailed Project Plan for AFRS implementation and its approval from NCRB/MHA	Agreed and finalized detailed Project Plan for Implementation of the Project Risk Management and Mitigation Plan Manpower Deployment Plan
	T+1	T+4	System Study and Design & its approval from NCRB/MHA	High level System Design Document Technical Architecture
	T+1	T+8	Gap Analysis, FRS and SRS finalization & its approval from NCRB/MHA	FRS document SRS Document Detailed system Design Document
	T+9	T+10	SRS and document Sign off	
	T+1	T+13	Customization of AFRS Software & demonstration (for giving feedback)	
	T+1	T+13	Supply and installation of server side(Data Centre)	NCRB Data Centre ready

			hardware, software and formal communication to NCRB requesting for acceptance certificate	
M2	T+18	T+18	Making system ready for users to test the system	
	T+18	T+18	Submission of End User Documents, Starting of Functional test for AFRSSolution	All Documentation
	T+18	T+22	Supply, installation and commissioning of Hardware for AFRS	
	T+18	T+22	commissioning of DR	DR Ready
	T+22	T+22	Completion of Installation and Commissioning at NCRB DELHI	Except CCTNS integration and data replication, all other System related activities complete
M3	T+22	T+26	Pulling of data (photographs and textual) from all 36 States / UTs.	Replication Integration
	T+22	T+26	Integration of AFRS with CCTNS CAS – Centre CCTNS CAS State Audit from STQC	CCTNS Integration
	T+26	T+30	Acceptance Testing of AFRS Solution including software, application, hardware, certification etc.	Acceptance testing Plan and test cases
	T+30	T+30	Project Go-Live	

Note- AFRS System will be integrated with existing AFRS system of some advance States/UTs.

All hardware installation will be at NCRB only, Hardware (input devices) like CCTV etc will not be required to be put anywhere by vendor.

5.2. Timelines for Capacity Building

Sl. No	Start week	Ending Week	Milestones	Deliverables
1	T	T+1	Identification of staff and approval of faculty for different types of Training	List of Trainers & Trainees will be ready
2	T+1	T+4	Approval of Block Syllabus and Time table for all 4 types of training	Block syllabus & Time Table are ready
3	T+5	T+6	Approval for Basic user Training material	Training material ready
4	T+5	T+8	Approval for other Training material	Training material ready
5	T+13	T+24	Basic User training	Approx. 2000 persons
6	T+20	T+21	System Administer Training	15 persons
7	T+31	T+31	Trouble Shooting for NCRB	15 persons
8	T+32	T+33	Trouble Shooting for States/UTs	72 persons

5.3. Operation and Maintenance phase (O&M Phase)

Post Implementation Phase			
From Date of Go-Live	Ongoing for 5 years but it can be extended further 3 years by NCRB at the rate in proportionate to the change in WPI for respective years.	SLA and Performance Monitoring Plan Project Operate and Review Logging, tracking and resolution of issues.	Detailed plan for monitoring of SLAs and performance of the overall system Fortnightly Progress Report on Project including SLA Monitoring Report and Exception Report Details on all the issues logged

6. Bidding and Evaluation

6.1. Bid opening sessions

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

6.2. Overall Evaluation Process

6.2.1. Mandatory compliance

The technical response must meet all the following mandatory compliance requirements. Failure to meet any of the following criteria will result in the disqualification of the technical bid response

- | | |
|----|---|
| 1. | Submission of <i>Undertaking on Patent Rights</i> in the format prescribed in this RFP |
| 2. | Submission of <i>Undertaking on Conflict of Interest</i> in the format prescribed in this RFP |
| 3. | Submission of <i>Undertaking on Pricing of Items of Technical Response</i> in the format prescribed in this RFP |

4.	Submission of undertaking on Provision for Support for Software in the format prescribed in this RFP
5.	Submission of undertaking on Service Level Compliance in the format prescribed in this RFP
6.	Submission of undertaking on Deliverables in the format prescribed in this RFP
7.	Submission of undertaking on Training for Users in the format prescribed in this RFP
8.	Submission of undertaking on Exit Management and Transition in the format prescribed in this RFP
9.	Submission of undertaking on Continuous Improvement in the format prescribed in this RFP
10.	Submission of undertaking on Personnel in the format prescribed in this RFP
11.	Submission of undertaking on Provision of Work Environment in the format prescribed in this RFP
12.	Submission of undertaking on Changes to the Contract Clauses in the format prescribed in this RFP
13.	The client side, server side, and network infrastructure proposed shall meet all the specifications mentioned in this RFP. The bidder shall provide compliance matrix for each of the proposed components indicating compliance.
14.	Submission of undertaking on OEM Authorization
15.	Submission of joint undertaking from both Successful Bidder and OEM to provide installation and maintenance services as described in the RFP
16.	Submission of Undertaking on the understanding of the different type of requirements mentioned under scope of work. If the requirements/expectation of NCRB/MHA are met in alternate approaches that might yield better performance than such sort of issues must be clearly mentioned in the technical proposal.

Over all Evaluation Scoring Matrix:

QCBS will be followed for evaluation. The technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%. The pass marks is 70% in technical evaluation. Hence commercial bids of only those participants who satisfy these criteria will be opened.

Thus the final score will be obtained by adding their technical score and commercial score.

6.3. Evaluation Methodology:

The methodology for evaluation is detailed below:

$$\text{Score} = 0.4 * \text{General Functionality Marks} + 0.6 * \text{Technical Demonstration Marks}$$

A committee constituted for evaluation is empowered to re-distribute the weightage given below. *Please note that weightage listed in this chapter are indicative. Marks for General functionality are given and based on the supported documents and technical presentation from a member of their technical team only (Sales member is not allowed for the presentation purpose)*

6.3.1.1. General Functionalities

Description	Max Marks
Standards proposed in the solution (Quality and superiority) <ul style="list-style-type: none">• Understanding the work/Proposed solution• Certification from proven/reputed authorities about the quality and performance• Well tested algorithms• High capacity hardware• Reputed Brands• Inclusion of additional items for making solution better (E.g.: better security hardware) etc.	25
Minimum Team size proposed for execution of Project <ul style="list-style-type: none">• Project Manager must be compulsorily stationed fulltime at NCRB premises from the signing of the contract to till the end of the project.• Team proposed for execution of the solution should have professionals who are well versed in software solution and algorithms.• Team proposed for execution of the solution should have professionals who are well versed in AFRS System Administration, Solution Architecture, Data Centre Establishment, Network	25

<p>design(LAN & WAN), Security to be stationed at NCRB.</p> <ul style="list-style-type: none"> • Team proposed for execution of the solution should have professionals who are competent to impart different types of training specified in this RFP. • Weight age will also be given to the type of employees proposed for O & M Phase. • Proposal should clearly mention the period of full time deployment or duration of deployment for each type of expert. Detailed profile of each of the proposed team must be enclosed with the Technical bid. 	
<p>Past experience and size of assignments of the vendor in executing similar assignments</p> <ul style="list-style-type: none"> • Brief write-up on each of the assignment covering the hardware, software, AFRS Solution, team handled the project, value of the order etc. to be enclosed. • An Assignment whose database size is more than 5 million will be awarded 10 marks and 8 marks is proposed for 4-5 million. Similarly 3-4 million will be getting 6 marks, 2-3 million will be getting 4 marks and 1-2 million will be getting 2 mark. No marks will be allotted for less than 1 million 	30
<p>NIST Algorithm Test:</p> <ul style="list-style-type: none"> • Participation in Evaluation of Facial recognition Technology conducted by NIST in 2018 or earlier. Proposal should include the relevant NIST documentation. 	10
<p>NIST Vendor Test</p> <ul style="list-style-type: none"> • Participation in AFRS Vendors Test Evaluation conducted by NIST in 2018 or earlier. Proposal should include the relevant NIST documentation. 	10

Note: Minimum 70% marks have to be obtained in General Functionality for becoming eligible for Technical Demonstration

6.3.1.2. Technical Demonstration

60% weight age is given for technical demonstration in this RFP. Bidders are asked to demonstrate the performance on the actual solution that they will be supplying. If bidder wishes to demonstrate the performance on the specifications higher than what is proposed in the bid, then such changes must be informed in written to NCRB/MHA. In such cases, solution provider has to supply higher specification without any extra cost. During the live demonstrations, various AFRS solutions will be evaluated based on the Biometric accuracy, Speed and performance.

The bidders will be provided with one million or more photographic records as raw images obtained from NCRB. The same may have to be converted in NIST format by the vendor without any loss if required. All necessary arrangements for the POC including hardware, software, connectivity etc. has to be done by the vendor and has to be verified by the technical committee. Test/database size can be increased or decreased by Technical Committee.

Table of marks for various evaluation areas

Sl. No.	Criteria	Total marks	Number of test cases	Test Database size	Cut-off for one million database
1.	Still Image to Still Image database	3	100	1 million	3 sec
2a.	Non-ingested Video (300MB) to Still Image database	3	50	1 million	180 sec
2b.	Non-ingested Video (10 - 60 sec) to Still Image database	3	50	1 million	5 sec
3.	Still Image to non-ingested Video	3	50	300 MB (video size)	180 sec
4.	Video to Video (Non-ingested)	3	30	Test video size 300 MB Video Library size 10 TB	180 sec
5.	Live Videos to Ingested Photos & Videos	3	30	Test video size 300 MB	180 sec

Time will be recorded from submission of Query to matcher and its appearance in verifier for all the tests listed below.

1. Still Image to Still Image (database)

All tests will be conducted on one million NIST format database. 100 images will be provided for speed and accuracy test and cutoff time for 100 image search is 10 seconds.

Speed test (30%)	Accuracy test (70%)
Marks = $3/10 * [(3 - (\text{Time Taken} - 1))]$ Time Taken ≤ 3	Marks = $7/10 * [3/\text{Position}]$
$T_s = \text{Avg. of Speed Test 100 Still images}$	$T_a = \text{Avg. of Accuracy Test of 100 Stills}$
Total score for 100 Still Image to Still Image $T = T_s + T_a$	

2a. Non-ingested Video(300MB) to Still image database

All tests will be conducted on one million NIST format database and cutoff time for search is 10 seconds. 50 videos will be provided for speed and accuracy test.

Speed test (30%)	Accuracy test (70%)
Marks = $3/10 * [(180 - (\text{Time Taken} - 1))]$	Marks = $7/10 * [180/\text{Position}]$
$L_s = \text{Avg. of Speed Test 50 Video}$	$L_a = \text{Avg. of Accuracy Test of 50 Videos}$
Total score 50 Video to Video $L = L_s + L_a$	

2b. Non-ingested Video(10 - 60 sec) to Still image

All tests will be conducted on one million NIST format database and cutoff time for search is 10 seconds. 50 videos will be provided for speed and accuracy test.

Speed test (30%)	Accuracy test (70%)
Marks = $3/10 * [(10 - (\text{Time Taken} - 1))]$	Marks = $7/10 * [10/\text{Position}]$
$S_1 = \text{Avg. of Speed Test 50 Video}$	$S_2 = \text{Avg. of Accuracy Test of 50 Videos}$
Total score 50 Video to Video $S = S_1 + S_2$	

3. Still to Non-ingested Video

All tests will be conducted on one million NIST format database and cutoff time for single specified search is 10 seconds. 50 single specified stills will be provided for speed and accuracy test.

Speed test (30%)	Accuracy test (70%)
Marks = $3/10 * [(180 - (\text{Time Taken} - 1))]$	Marks = $7/10 * [180/\text{Position}]$
$F_s = \text{Avg. of Speed Test 50 Video}$	$F_a = \text{Avg. of Accuracy Test of 50 Videos}$
Total score for 50 videos $F = F_s + F_a$	

4. Video to Video(non-ingested)

All tests will be conducted on one million NIST format database. 30 video footages will be provided for speed and accuracy test and cutoff time for search is 180 seconds.

Speed test (30%)	Accuracy test (70%)
Marks = $3/10 * [(180 - (\text{Time Taken} - 1))]$	Marks = $7/10 * [180/\text{Position}]$
$V_1 = \text{Avg. of Speed Test 50 Stills}$	$V_2 = \text{Avg. of Accuracy Test of 50 Stills}$
Total score for 30 video V= $V_1 + V_2$	

5. Live Video to Ingested photos & videos

All tests will be conducted on one million NIST format database. 30 video and 30 still footages will be provided for speed and accuracy test and cutoff time for search is 180 seconds.

Speed test (30%)	Accuracy test (70%)
Marks = $3/10 * [(180 - (\text{Time Taken} - 1))]$	Marks = $7/10 * [180/\text{Position}]$
$P_1 = \text{Avg. of Speed Test 50 Stills}$	$P_2 = \text{Avg. of Accuracy Test of 50 Stills}$
Total score for 30 video footages and 30 still P= $P_1 + P_2$	

Final Calculations

$$T_F = T/3 * 100$$

$$F_F = F/180 * 100$$

$$L_F = L/180 * 100$$

$$S_F = S/10 * 100$$

$$V_F = V/180 * 100$$

$$P_F = P/180 * 100$$

$$\text{Net Marks} = \{[T_F + F_F + L_F + S_F + V_F + P_F] * 100\} / 6$$

Note: Minimum 70% marks have to be obtained in technical evaluation for opening of financial bids.

Technical Proposal

- Technical proposal should include all the mandatory undertakings
- The technical proposal should address all the areas/ sections as specified by the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. **The technical proposal must not contain any pricing information.** If the technical proposal contains any commercial information, the proposer is liable to be rejected. In submitting additional information, please mark it as "supplementary" to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to the proposal.
- The technical proposal must furnish details about previous project experience for all the criterion in the technical evaluation matrix in the format provided in the RFP
- Technical proposal must have a compliance sheet for AFRS specific functional requirement specifications
- The technical proposal should outline the proposed methodology for
 - a) Change Management / Capacity building, and
 - b) Exit management
- The Technical Proposal should be structured under the following minimum heads:
 - a) Overview of the proposed solution that meets the requirements specified in the RFP
 - b) Details of the Solution as per the format provided in the RFP
 - c) Overall proposed Solution, technology, and deployment architecture
 - d) Security architecture
 - e) Integration and Interfacing Architecture
 - f) Bill of material of all the components (i.e. software, hardware, etc.) as per the formats provided in the RFP
 - g) Approach & methodology for project development and implementation including the project plan
 - h) Overall Governance Structure and Escalation Mechanism
 - i) Project team structure, size, capability and deployment plan (Total Staffing plan including numbers)
 - j) Training and Communication Strategy for key stakeholders of the project
 - k) Key Deliverables (along with example deliverables, where possible)
 - l) Project Management, reporting and review methodology

- m) Strategy for conducting Operations & Maintenance
 - n) Risk Management approach and plan
 - o) Certification from the OEMs on the Infrastructure proposed by bidder
 - p) Bidder's experience in all the project related areas as highlighted in Bid evaluation criteria
- Bidder must provide the team structure and the resumes of key profiles within each team in the format provided in the RFP.
 - Bidder must ensure that all profiles shared should be unique and separation of duties is ensured.
 - Comprehensive Project Plan along with manpower deployment plan and resources to be dedicated to the project.
 - The technical proposal shall also contain bidder's plan to address the key challenges anticipated during the execution of the project
 - NCRB/MHA is also open to any suggestions that the bidder may want to render with respect to the approach adopted for the assignment in the light of their expertise or experience from similar assignments. However, this should not lead to the submission date being missed or extended.

6.4. Evaluation of Commercial Bids

The Commercial Bids of only the technically qualified bidders will be opened for evaluation.

7. Award of Contract

7.1. Award Criteria

NCRB, will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal

7.2. NCRB's Right To Accept Any Proposal and to reject any or All Proposals

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

7.3. Notification of Award

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

7.4. Contract Finalization and Award

NCRB shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. NCRB, reserves the right to present a contract to the bidder selected for negotiations. A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of the NCRB, the most advantageous and represents the best value to the proposed project, price and other factors considered. Evaluations will be based on the proposals and any additional information requested by the NCRB. Proposed project will involve the payment for the contract based on not only successful delivery of the solution but also on the success of the project after "Go-live".

7.5. Signing of Contract

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

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

7.6. Suggestions on the Draft Contract

- A draft contract including the standard terms and all the other terms specific to the implementation of the solution is circulated with this RFP as Master Service Agreement. It is expected that the bidder will be able to execute this contract without any modifications, in case they are selected for doing so.
- However the bidder is requested to indicate as per the form specified in the Format, the changes the bidder desires to have and the reason for the same. This is only a solicitation of suggestions for change.

- However, it is neither guaranteed that these requests for changes will be accepted in the final contract nor this process should be construed as any commitment from NCRB, to consider those suggestions.
- The bidder should not suggest any change that has financial or commercial implications during the execution of the contract and is against the basic spirit of procuring the services for the implementation of the project

The bidder is also requested not to base the commercial quote during the e-auction on the assumptions that the suggestions for changes to the draft contract will be accepted by NCRB,

7.7. Failure to agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award.

8. Payment terms and schedules

8.1. Performance Security

- A Performance Security of 10% of value of the contract would be furnished by the bidder in the form of a Bank Guarantee as per the format provided in this RFP from any Commercial Bank Details of the bank are to be furnished in the commercial offer. It can also be submitted in the form of A/C Payee Demand Draft.
- The Performance Security should be furnished before signing of the contract and should be valid for entire term of the contract.
- Bank Guarantee to remain valid up to 60 days beyond guarantee/warranty obligations.
- Nodal Agency may forfeit the Performance Guarantee/ Security for any failure on part of Bidder to complete its obligations under the Agreement.
- The Performance Guarantee/ Security shall be returned after 60 days of expiry of warranty/guarantee obligations.
- No amendment to the agreement can be made.

8.2. Limitation of liability

Except in cases of gross negligence or willful misconduct:

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser as per the terms of the Agreement;
- b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

8.3. Payment Schedules and Milestones

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

Payment Milestones for the Implementation phase	Percentage of CAPEX	Percentage payment of OPEX
Mobilization advance	10%	0
Gap Analysis, FRS and SRS finalization	10%	0
Procurement and installation of hardware	10%	0
Completion of installation and set-up	10%	0
Completion of Acceptance Testing and Go-Live	30%	0
Year 1 of O&M	30% CAPEX distributed equally over 4 quarters	20% in equal quarterly installments
Year 2 of O&M	0	20% in equal quarterly installments

Payment Milestones for the Implementation phase	Percentage of CAPEX	Percentage payment of OPEX
Year 3 of O&M	0	20% in equal quarterly installments
Year 4 of O&M	0	20% in equal quarterly installments
Year 5 of O&M	0	20% in equal quarterly installments

8.4. Payment Schedule for Upgrade/Enhancement:

Let us consider that the total CAPEX quoted is A1 and total calculated OPEX is A2.

Let us take that the Acceptance of the Upgrade/Enhancement takes place within the nth quarter after 3 years.

The quarterly value that is going to be paid to the Successful Bidder for the upgrades/enhancement for the (8-n) quarters is $(A1 + A2) / (8-n)$. This will be paid over and above the scheduled quarterly payments for O&M of the initial scope as explained in the above table.

A II. Compliance with International Standards

The entire system should have compliance with the following International Standards (NIST).

The bidder must furnish Authorization Letter along with Certificate of compliance to the following standards from OEM or Algorithm Developer or both.

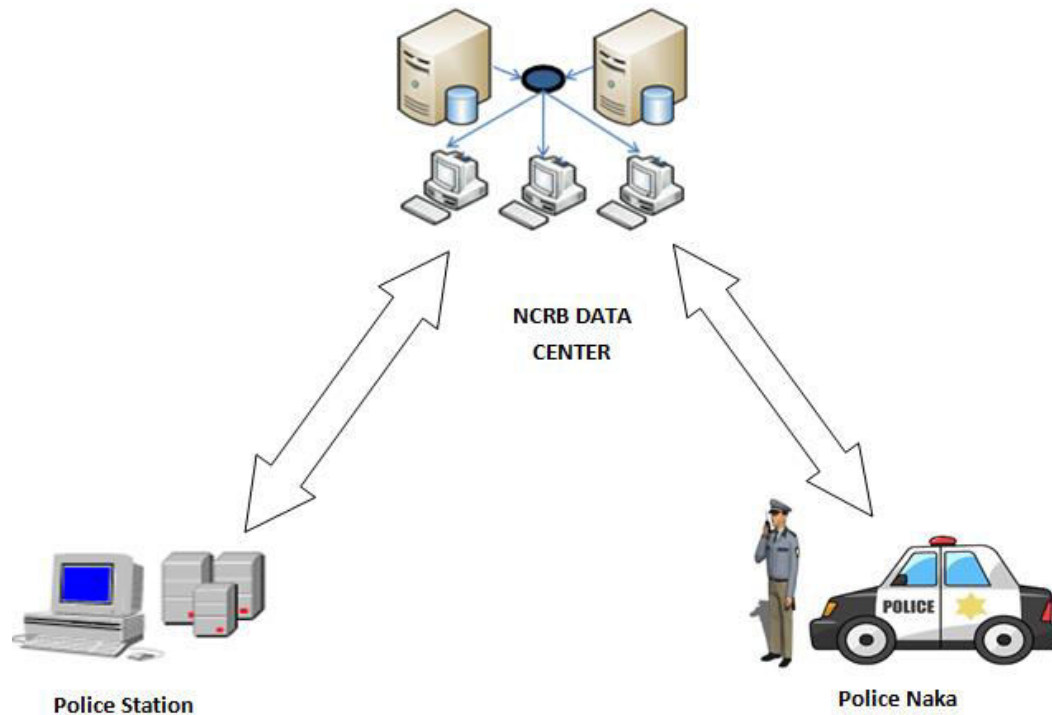
Any authorization, certification or formation of joint-bidder should be prior to the date of Last date of submission of Bid.

Compliances with International Standards
<ul style="list-style-type: none">• NIST Compliance to Data Format for the Interchange of Fingerprint, Facial, Iris & other Biometric Information ANSI {(American National Standards Institute)/NIST-ITL 1-2011}. Latest update 2015. +++
<ul style="list-style-type: none">• JPEG2000 /PNG/BMP lossless compression for mug-shot images (ANSI/NIST – ITL 1-2011). Latest update 2015.
<ul style="list-style-type: none">• Electronic Biometric Transmission Specification (EBTS).- 2009 or latest
<ul style="list-style-type: none">• A certified version of the Wavelet Scalar Quantization (WSQ) algorithm as specified by INAFRS-IC-0110 (V3.1) for glossy compression of images scanned and transmitted at 500 ppi (JPEG 2000 for those images scanned and transmitted at 1000 ppi). Open standard software will be preferred if available.
<ul style="list-style-type: none">• Image standard for latent image Type-13 ANSI/NIST-ITL 1-2011 latest update 2015.

A III. Indicative Architecture of AFARS system

Indicative Technical Architecture of AFARS system

Below is an indicative architecture of the AFARS. However, this is entirely indicative in nature and the Bidder is expected to improve on the same



Note-No infrastructure will be required to be provided at PS or Naka level, by the vendor.

Data Centre

The servers, storage components, network equipment and other infrastructure will be hosted at NCRB Data Centre.

Disaster Recovery Centre (DRC)

Disaster recovery for the AFARS solution infrastructure will be hosted at the National Data Centre, Pune. However, the DRC will have the below architecture in general

Tentative specification of Infrastructure proposed for Data Centre and Disaster Recovery Hardware and Software

Initial database size as mentioned below.

Quantity of hardware provided and architecture should be able to cater to at least the following data volume requirements

Specifications	Units
Database	
Facial Database (Mug-Shot)	1.5 cr
Upgradability	Note: If data is increased beyond 1.5 crore than on every 5 million increase of data only 1 sec will be relaxed.
Textual Database	Yes
Daily Record & Searches	
Number of Extracted faces for search into database.	From Live Streaming Data from CCTV system , File folders, Snaps

The above database size is indicative and subject to variations. At the time of Bidding, Bidder will have to quote for the infrastructure based on the above database size. It should be kept in mind that the Bill of Material is minimum and indicative in nature and the Bidders must propose their solution and hardware sizing so as to ensure compliance to performance and SLA parameters. Further, the Bidder will have to plan an upgrade/enhancement of infrastructure at completion of 3 years of the operational phase so that the desires matching time requirements can be met in spite of the incremental database size. They have to quote unit rates for both CAPEX and OPEX for the upgrade infrastructure and at the end of 3 years, orders will be placed on basis of actual assessment of database size at that point of time. The rates for placing the order will be the same as the unit rates quoted by the Bidder during their commercial bid submission and will consider no market fluctuations in currency values at the time of placing the order. The detailed payment schedules and commercial formats are explained in Annexure VII-2. The Successful Bidder at the end of 3 years will need to submit a report analyzing requirements for database at that point of time and also requirements based on a forecasting analysis for the next two years. On approval of this report, order will be placed for enhancement/upgrades based on the quoted unit rates. The total calculated CAPEX and OPEX for the upgrades/ enhancements for 2 years will be equally distributed over the remaining number of quarters from the date of completion of upgrade (completion means final acceptance) and will be paid along with the scheduled O&M quarterly payments.

Backup Software

- The proposed Backup Solution should be available on various OS platforms such as Windows and UNIX platforms and be capable of supporting SAN based backup / restore from various platforms including UNIX, Linux, and Windows etc. However NCRB requirement is to take backup on the installed system and therefore acceptance test is limited to installed version only.
- Centralized, web-based administration with a single view of all back up servers within the enterprise. Single console must be able to manage de-duplicated and traditional backups.
- The proposed backup solution should allow creating tape clone facility after the backup process.
- The proposed Backup Solution has in-built frequency and calendar based scheduling system.
- The proposed backup Solution supports the capability to write multiple data streams to a single tape device or multiple tape devices in parallel from multiple clients to leverage the throughput of the Drives using Multiplexing technology.
- The proposed backup solution support de-multiplexing of data cartridge to another set of cartridge for selective set of data for faster restores operation to client/servers
- The proposed backup solution should be capable of taking back up of SAN environment as well as LAN based backup.
- The proposed solution also supports advanced Disk staging.
- The proposed Backup Solution has in-built media management and supports cross platform Device & Media sharing in SAN environment. It provides a centralized scratched pool thus ensuring backups never fail for media.
- Backup Software is able to rebuild the Backup Database/Catalog from tapes in the event of catalog loss/corruption.
- The proposed Backup Software should offer online backup for all the Operating Systems i.e. UNIX, Windows & Linux etc.
- The proposed Backup Solution has online backup solution for different type of Databases such as Oracle, MS SQL, MySQL, PostgreSQL and Sybase / DB2 etc. on various OS. The Proposed backup solution shall provide granularity of single file restore.
- The Proposed backup solution shall be designed in such a fashion so that every client / server in a SAN can share the robotic tape library.
- Backup Solution shall be able to copy data across firewall.

- The backup software must also be capable of reorganizing the data onto tapes/disks within the library by migrating data from one set of tapes/disks into another, so that the space available is utilized to the maximum. The software must be capable of setting this utilization threshold for tapes/disks. The backup software should be able to support versioning and should be applicable to individual backed up object's
- Should have the ability to retroactively update changes to data management policies that will then be applied to the data that is already being backed up or archived
- All software licenses should be in the name of NCRB and should be a perpetual license, i.e. the software license should not expire after the contract period. The software Licenses should be comprehensive and no further licenses should be required for DC/DR operations. The software installed should necessarily be the latest version at the time of actual implementation.

Antivirus Solution

Antivirus for Server infrastructure and desktop workstations is to be provided by the vendor

The key features required for antivirus on servers and work stations are as follows:

- a) Automatic centralized pattern updating and distribution
- b) Ability to block the specific ports at desktop and servers to stop the spread of virus within the network during the time of outbreak
- c) Ability to block network shares at desktop and servers to stop the spread of virus within the network during the time of outbreak
- d) Restriction to un-installation of antivirus solution by users
- e) Folder and file type scan exclusions for performance enhancement
- f) Centralized AV management server is required for the following
 1. Have ability to deploy antivirus clients from centralized location
 2. Have ability to centrally download updates for AV software and deploy updates automatically to the antivirus environment.
 3. Have the ability to show up to the minute antivirus information across the entire network including number of infections, whether clients are properly updated and whether AV clients are running
 4. Have ability to take action form the centralized console including issuing commands to antivirus clients and getting immediate responses
 5. Have ability to apply appropriate settings to AV client from a centralized console

6. Have ability to collect logs from all AV clients and provide information through log queries or reports
 7. Have ability to notify the administrator from a centralized location.
 8. Ability to control network access based on a computer's compliance with organization's antivirus health policy, remediate the noncompliance to health or restrict the computer's access to network resources.
- Anti-virus solution will be implemented on gateways at both primary and DR site
 - Anti-virus server will be deployed at the primary Datacenter.
 - Anti-virus solution will also be implemented on all servers at primary site and DR site as part of the overall solution.

A IV. Capacity Building and change management

The Successful Bidder has to provide training on the total solution as detailed below. **Training will be of Four Types:**

1. User Operating Training

Objectives:

- This is a basic training.
- Contents must include the complete flow of AFRS solution
- Familiarity with the different commands
- Different types of enrolment and internal procedures
- Change print and 10 print related procedures
- Document cases
- Reports and queries
- All activities related to AFRS
- Duration: to be decided with mutual agreement

2. System Administrative Training:

Objectives:

- AFRS application,
- System Software,
- Hardware & Network
- Database Administration and Backup Procedure
- Daily Maintenance procedures
- Complete System Administration procedures
- Participant Level: Computer Engineer of NCRB
- Duration: to be decided with mutual agreement
- Total Number to be trained: 8 from DCT

3. Trouble shooting at NCRB

Objectives:

- Possible places of malfunctioning
- Where all to check for entire hardware
- Operating system and Database
- Likely places to check in AFRS
- All trouble shooting procedures at Data Centre, DR, Client workstations

- Participant Level: Computer Engineer of NCRB
- Duration: to be decided with mutual agreement
- Total number to be trained: 8 from DCT

4. Trouble shooting at State Bureaux

Objectives:

Same like above course but limited to State Bureaux

- Participant Level: Computer Engineer of NCRB
- Duration: to be decided with mutual agreement
- Total number to be trained: 72 (2 from each state)

General:

- ALL training will be at NCRB, New Delhi.
- Price may be submitted per course wise
- Basic training to be imparted to all selected engineers.
- Training material, syllabus and Time table must be approved by NCRB
- Training will be in English
- Faculty to be approved by NCRB

Completion certificate will be issued only after competent Authority is satisfied that training objectives have met.

A V. Service level Agreements and violation penalties

A V-1. Introduction

This document describes the service levels to be established for the services offered by the Successful bidder (SUCCESSFUL BIDDER) to NCRB. The SUCCESSFUL BIDDER shall monitor and maintain the stated service levels to provide quality service to NCRB.

A V-2. 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 16X6 timeframe. Further, scheduled maintenance time is planned downtime with the prior permission of NCRB.
- (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, DRC and front-end module infrastructure will be 24X7X365.
- (c) **“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 NCRB and/or its employees log a call with the SUCCESSFUL BIDDER team of the failure or the failure is known to the SUCCESSFUL BIDDER from the availability measurement tools to the time when the System is returned to proper operation.
- (d) **“Availability”** means the time for which the services and facilities are available for conducting operations on NCRB system including application and associated infrastructure. Availability is defined as:
- $$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%$$
- (e) **“Incident”** refers to any event / abnormalities in the functioning of the
- i. Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre,
 - ii. System
 - iii. Application services.
- a. **“Level 1 Incident”**. A Level 1 incident is a major emergency that disrupts sizeable portions of NCRB’s property and/or affects a substantial subset of NCRB community. Level 1

incident may require assistance from external organizations. These events may escalate quickly, and have serious consequences for the functioning of the entire police organization. Examples of Level 1 incidents: DC/DRC outage, major structural damage, severe flooding, extensive utility outage, or an external emergency that may impact NCRB personnel or operations, inability to perform the critical back-office functions or has a direct impact on the organization. Thus the major criteria to categorize an incident as Level one is the impact it has. If it impacts the entire organization/ hampers the smooth functioning of the major portion of the organization then it is a Level 1 Incident.

b. **“Level 2 Incident”** A Level two incident is a minor, localized incident that occurs in a Police station/ higher office or specific office of NCRB property or affects a small portion of NCRB and that can be quickly resolved with limited outside help. A Level two incident has little or no impact on NCRB operations as a whole except in the affected area. Examples of Level 2 incidents: Localized infrastructure outage, localized fire, or plumbing failure in a building etc.

c. **“Level 3 Incident”** A level three incident is an external or minor incident. Failure to fix this issue has no direct impact on NCRB’s ability to serve its police stations / higher officers, or perform critical back-office functions.

A V-3. Interpretations

- (a) The business hours are 9:00AM to 7:00PM on all working days (Mon-Sat) excluding National holidays. The SUCCESSFUL BIDDER however recognizes the fact that NCRB offices will require to work business hours 24x7x365.
- (b) "Non-Business Hours" shall mean hours excluding “Business Hours”.
- (c) 18X7 shall mean hours between 06:00AM -12.00 midnight on all days of the week.
- (d) If the operations at Primary DC are not switched to DRC within the stipulated timeframe (Recovery Time Objective), it will be added to the system downtime.
- (e) 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 infrastructure and system / service degradation will be considered for downtime calculation.
- (f) The SLA parameters shall be monitored on a quarterly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of NCRB or an agency designated by them, then NCRB will have the right to take appropriate disciplinary actions including termination of the contract.

- (g) A Service Level violation will occur if the SUCCESSFUL BIDDER 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 quarterly basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the SUCCESSFUL BIDDER on quarterly basis in NCRB suggested format and a review shall be conducted based on this report. A quarterly Availability and Performance Report shall be provided to NCRB at the end of every quarter containing the summary of all incidents reported and associated SUCCESSFUL BIDDER performance measurement for that period. The quarterly Availability and Performance Report will be deemed to be accepted by NCRB upon review and signoff by both SUCCESSFUL BIDDER and NCRB. 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 SUCCESSFUL BIDDER on a quarterly basis, in the formats as required by NCRB. The tools to perform the audit will need to be provided by the SUCCESSFUL BIDDER. Audits will normally be done on regular basis or as required by NCRB and will be performed by NCRB or NCRB appointed third party agencies.
- (j) SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER 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 this 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. NCRB and SUCCESSFUL BIDDER.
- (k) Following tables outlines the key service level requirements for the system, which needs be ensured by the SUCCESSFUL BIDDER during the operations and maintenance period. These requirements shall be strictly imposed and either NCRB or a third party audit/certification agency shall be deployed for certifying the performance of the SUCCESSFUL BIDDER against the target performance metrics as outlined in the tables below.

A V-4. Implementation Phase SLAs

A V-4.1. Capacity Building

Service Level Description	Measurement
Capacity Building	<p>At least 80% of the trainees within the training program should give a rating of satisfactory or above.</p> <p>Severity of Violation: High</p> <p>This service level will be monitored and measured through feedback survey to be provided to each attendee within the program.</p> <p>If the training quality in the program falls below the minimum service level, it will be treated as one (1) violation.</p> <p>The total number of violations for the payment period will be the cumulative number of violations.</p>

A V-4.2. Delivery Related Service Level Agreement (SLA) Criteria

S. No.	Service Metrics Parameters	Baseline	Lower Performance		Violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1	Delivery of the reports/deliverables due for this section	As per the dates mentioned in the contract	One week after the due date	0.1% of that deliverable cost per week of delay	>1 week after the due date	0.15% of that deliverable cost per every additional week of delay	Dates for delivery of reports as mentioned in the contract	
2	Deployment and testing of AFRS application	As per dates mentioned in the RFP.	One week after the due date	0.1% of that deliverable cost per week of delay	>1 week after the due date	0.15% of that deliverable cost per every additional week of delay		The centralized application should be tested for desired functionalities, security, and completeness

S. No.	Service Metrics Parameters	Baseline	Lower Performance		Violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
								as well as compliance with SLA, within the period
4	Supply, installation and Commissioning of the Data Center & DR Equipment	As per dates mentioned in the RFP.	One week after the due date	0.1% of that deliverable cost per week of delay	>1 week after the due date	0.15% of that deliverable cost per every additional week of delay		NCRB may conduct independent audit to verify that the data center is as per the specifications.
5	Capacity building	At least 80% of the training audience should give a rating of satisfactory or above	Less than 80% and more than 60% attendees find the training satisfactory	5% of the cost	Less than 60% of the attendees find the training satisfactory	10% of the cost	Feedback survey to be provided to each attendee	The feedback of the attendees must be taken after every training session and this feedback should be leveraged for improving the capacity building program
6	Man power	Presence of proposed man power.	Less than 80% and more than 60% : Un satisfactory	5% of the cost	Less than 60%: Poor	10% of the cost	Attendance of contracted manpower at NCRB	

A V-4.3. Performance SLA

Performance SLA				
Sl. No.	Comparison Performance	Response Time	Criteria	Penalty
1.	Still Image to Still Image database	5 sec	For 2500 concurrent users on 1.5crore images and 10 TB of videos and it will always be maintained during the entire term of the project (<i>if data is increased beyond 1.5crore than accordingly SLA will be relaxed proportionately by NCRB</i>)	Regular Quarterly audits to evaluate the performance and 100% deduction of the quarterly payment
2a.	Non-ingested Video (300MB) to Still Image database	180 sec		
2b	Non-ingested Video (10 - 60 sec) to Still Image database	5 sec		
3.	Still Image to non-ingested Video	180 sec		
4.	Video to Video (Non-ingested)	180 sec		
5.	Live Videos to Ingested Photos & Videos	180 sec		

Note: If data is increased beyond 1.5 crore than on every 5 million increase of data only 1 sec will be relaxed.

A V-5. Violations and Associated Penalties

- (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 three monthly performance evaluation will be conducted using the quarterly reporting periods.

Penalty Calculations: The frameworks for Penalties, as a result of not meeting the Service Level Targets are as follows:

Violation Level	Penalty
High	2 % of scheduled payment for the respective quarter
Medium	1 % of scheduled payment for the respective quarter
Low	0.5% of scheduled payment for the respective quarter

1. 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.
2. The number of violations in the reporting period for each level of severity will be totalled and used for the calculation of Penalties.
3. If SUCCESSFUL BIDDER feels that penalty imposed on him during a particular period is unjustified/ attributed to uncontrollable reasons, then the SUCCESSFUL BIDDER will have the liberty to approach the Joint Director NCRB for arbitration/ waiver. The Joint Director will further place his recommendation to the Director NCRB for a decision who in turn may refer to MHA. Till the time, the decision is taken, it will be considered as a penalty only. In process, if SUCCESSFUL BIDDER has to pay some extra amount, the same would be adjusted during consequent payments.
4. Decision of the MHA will be deemed final in any such, above mentioned arbitrations
5. Penalties applicable for not meeting a high (H) critical performance target in two consecutive half years on same criteria shall result in additional deduction of 5% of the respective scheduled payment to the SUCCESSFUL BIDDER. Penalty shall be applicable separately for each such high critical activity
6. Penalties applicable for not meeting a medium (M) critical performance target in two consecutive half yearly periods on same criteria shall result in additional deduction of 3% of the respective half yearly payment to the SUCCESSFUL BIDDER. Penalty shall be applicable separately for each such medium critical activity
7. Penalties applicable for not meeting a low (L) critical performance target in two consecutive half yearly periods on same criteria shall result in additional deduction of 2% of the respective half yearly payment to the SUCCESSFUL BIDDER. Penalty shall be applicable separately for each such medium critical activity
8. It is to be noted that if the overall penalty applicable for any of the review period during the currency of the contract exceeds 25% or if the overall penalty applicable for any of the

successive half year periods during the currency of the contract is above 15%; then NCRB shall have the right to terminate the contract.

A V-6. Post Implementation Phase SLAs

A V-6.1. Primary DC/DRC Site Infrastructure Systems and Application Availability

- (a) **Production AFRS Systems.** The failure or disruption has a direct impact on NCRB. This includes but will not be limited to:-
 - a. Storage and related switches at Primary DC and DRC.
 - b. Web, Application, Database, and Backup Servers at Primary DC and DRC.
 - c. Primary DC and DRC local area network infrastructure.
 - d. Primary DC and DRC security infrastructure.(till the scope of the successful bidder under this RFP)
- (b) **Non-AFRS Systems in Production and Non Production Systems (Development, QA).** The failure or disruption has no direct impact on NCRB’s ability to serve its police stations / higher offices, or perform critical back-office functions. This includes:
 - a. Production Non AFRS Servers.
 - b. Test, QA and Training Servers.
 - c. Helpdesk infrastructure & applications.
- (c) **AFRS Solution Components.** The failure or disruption has a direct impact on NCRB’s ability
- (d) These service levels will be monitored on a monthly basis.
- (e) The below tables gives details on the Service Levels the SUCCESSFUL BIDDER should maintain.

Service Level Description	Measurement								
Infrastructure Availability	Availability of production AFRS systems shall be at least 99% Severity of Violation: High								
	<table border="1"> <thead> <tr> <th>Availability over the six-month period</th> <th>Violations for calculation of penalty</th> </tr> </thead> <tbody> <tr> <td>< 99% & >= 98.5%</td> <td>1</td> </tr> <tr> <td>< 98.5% & >= 98%</td> <td>2</td> </tr> <tr> <td>< 98%</td> <td>3</td> </tr> </tbody> </table>	Availability over the six-month period	Violations for calculation of penalty	< 99% & >= 98.5%	1	< 98.5% & >= 98%	2	< 98%	3
	Availability over the six-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.									

Service Level Description	Measurement								
Infrastructure Availability	<p>Availability of non-AFRS systems in production and non-production systems shall be at least 97%. Severity of Violation: Medium</p> <table border="1"> <thead> <tr> <th>Availability over the six-month period</th> <th>Violations for calculation of penalty</th> </tr> </thead> <tbody> <tr> <td>< 97% &gt;= 96.5%</td> <td>1</td> </tr> <tr> <td>< 96.5% &gt;= 96%</td> <td>2</td> </tr> <tr> <td>< 96%</td> <td>3</td> </tr> </tbody> </table> <p>In addition to the above, if the service level in any month in the three-month period falls below 96%, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	Availability over the six-month period	Violations for calculation of penalty	< 97% >= 96.5%	1	< 96.5% >= 96%	2	< 96%	3
Availability over the six-month period	Violations for calculation of penalty								
< 97% >= 96.5%	1								
< 96.5% >= 96%	2								
< 96%	3								
Infrastructure Availability	<p>RTO (Recovery Time Objective) shall be less than or equal to six (6) hours. Severity of Violation: High Each instance of non-meeting this service level will be treated as one (1) violation.</p>								
Infrastructure Availability	<p>RPO (Recovery Point Objective) should be less than 60 (sixty) minutes Severity of Violation: High Each instance of non-meeting this service level will be treated as two (2) violations.</p>								
Infrastructure Performance	<p>Sustained period of peak CPU utilization of any server crossing 70% (with the exception of batch processing) shall be less than or equal to 30 minutes. Severity of Violation: High Each occurrence where the peak CPU utilization of any server crosses 70% (with the exception of batch processing) and stays above 70% for time more than 30 minutes will be treated as one (1) instance.</p> <table border="1"> <thead> <tr> <th>Number of instances over the six month period</th> <th>Violations for calculation of penalty</th> </tr> </thead> <tbody> <tr> <td>>0 & <=3</td> <td>1</td> </tr> <tr> <td>> 3</td> <td>2</td> </tr> </tbody> </table> <p>In addition to the above, if the number of instances in any month in the three-month period exceeds 3, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	Number of instances over the six month period	Violations for calculation of penalty	>0 & <=3	1	> 3	2		
Number of instances over the six month period	Violations for calculation of penalty								
>0 & <=3	1								
> 3	2								
Infrastructure Performance	<p>Sustained period of peak I/O utilization of any server crossing 70% (with the exception of batch processing) shall be less than or equal to 30 minutes. Severity of Violation: High Each occurrence where the peak I/O utilization of any server crosses 70% (with the exception of batch processing) and stays above 70% for time more than 30 minutes will be treated as one (1) instance.</p> <table border="1"> <thead> <tr> <th>Number of instances over</th> <th>Violations for calculation</th> </tr> </thead> <tbody> <tr> <td>>0 & <=3</td> <td>1</td> </tr> <tr> <td>> 3</td> <td>2</td> </tr> </tbody> </table>	Number of instances over	Violations for calculation	>0 & <=3	1	> 3	2		
Number of instances over	Violations for calculation								
>0 & <=3	1								
> 3	2								

Service Level Description	Measurement								
	<table border="1"> <thead> <tr> <th>the six month period</th> <th>of penalty</th> </tr> </thead> <tbody> <tr> <td>>0 & ≤3</td> <td>1</td> </tr> <tr> <td>> 3</td> <td>2</td> </tr> </tbody> </table> <p>In addition to the above, if the number of instances in any month in the three-month period exceeds 3, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	the six month period	of penalty	>0 & ≤3	1	> 3	2		
the six month period	of penalty								
>0 & ≤3	1								
> 3	2								
Infrastructure Performance	<p>Sustained period of peak memory utilization of any server crossing 70% (with the exception of batch processing) shall be less than or equal to 30 minutes. Severity of Violation: High Each occurrence where the peak memory utilization of any server crosses 70% (with the exception of batch processing) and stays above 70% for time more than 30 minutes will be treated as one (1) instance.</p> <table border="1"> <thead> <tr> <th>Number of instances over the six month period</th> <th>Violations for calculation of penalty</th> </tr> </thead> <tbody> <tr> <td>>0 & ≤3</td> <td>1</td> </tr> <tr> <td>> 3</td> <td>2</td> </tr> </tbody> </table> <p>In addition to the above, if the number of instances in any month in the three-month period exceeds 3, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	Number of instances over the six month period	Violations for calculation of penalty	>0 & ≤3	1	> 3	2		
Number of instances over the six month period	Violations for calculation of penalty								
>0 & ≤3	1								
> 3	2								
Application Availability	<p>Availability of AFRS solution components measured within the Data Center shall be at least 98% Severity of Violation: High This service level will be monitored on a monthly basis.</p> <table border="1"> <thead> <tr> <th>Availability over the six-month period</th> <th>Violations for calculation of penalty</th> </tr> </thead> <tbody> <tr> <td>< 98% & ≥ 96%</td> <td>1</td> </tr> <tr> <td>< 96% & ≥ 94%</td> <td>2</td> </tr> <tr> <td>< 94%</td> <td>3</td> </tr> </tbody> </table> <p>In addition to the above, if the service level in any month in the three-month period falls below 99%, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	Availability over the six-month period	Violations for calculation of penalty	< 98% & ≥ 96%	1	< 96% & ≥ 94%	2	< 94%	3
Availability over the six-month period	Violations for calculation of penalty								
< 98% & ≥ 96%	1								
< 96% & ≥ 94%	2								
< 94%	3								
Application Availability	<p>Availability of non-AFRS solution components measured within the Data Center shall be at least 97% Severity of Violation: Medium This service level will be monitored on a monthly basis.</p> <table border="1"> <thead> <tr> <th>Availability over the six-month period</th> <th>Violations for calculation of penalty</th> </tr> </thead> <tbody> <tr> <td>< 97% & ≥ 96%</td> <td>1</td> </tr> </tbody> </table>	Availability over the six-month period	Violations for calculation of penalty	< 97% & ≥ 96%	1				
Availability over the six-month period	Violations for calculation of penalty								
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Service Level Description	Measurement								
	<table border="1"> <tr> <td>< 96%</td> <td>2</td> </tr> </table> <p>In addition to the above, if the service level in any month in the three-month period falls below 96%, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	< 96%	2						
< 96%	2								
Application Performance	<table border="1"> <tr> <th>Average application response time over the six-month period</th> <th>Violations for calculation of penalty</th> </tr> <tr> <td>>= 4s</td> <td>2</td> </tr> <tr> <td>> 4s & <= 6s</td> <td>4</td> </tr> <tr> <td>> 6s</td> <td>5</td> </tr> </table> <p>Average application response time during peak usage hours as measured from a client terminal within the Data Center shall not exceed 3 seconds Severity of Violation: High The list of critical business functions and peak usage hours will be identified by NCRB during the Supply and System Integration Phase. This service level will be monitored on a monthly basis. In addition to the above, if the average turnaround time in any month in the three-month period goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	Average application response time over the six-month period	Violations for calculation of penalty	>= 4s	2	> 4s & <= 6s	4	> 6s	5
Average application response time over the six-month period	Violations for calculation of penalty								
>= 4s	2								
> 4s & <= 6s	4								
> 6s	5								
Application Accuracy	<p>Application accuracy during peak usage hours as measured from a client terminal within the Data Center should be capable of getting hits 100% of times in the top 2 results and for slant searches should be capable of achieving accuracy of getting hits 90% of times in top 10 results Severity of Violation: High The list of critical business functions and peak usage hours will be identified by NCRB during the Supply and System Integration Phase. This service level will be monitored on a monthly basis.</p> <table border="1"> <tr> <th>Average application accuracy level for ten digit fingerprint over the six-month period</th> <th>Violations for calculation of penalty</th> </tr> <tr> <td>>= 3 top results</td> <td>2</td> </tr> <tr> <td>> 3 & <= 5 top results</td> <td>4</td> </tr> <tr> <td>> 6 top results</td> <td>5</td> </tr> </table> <p>In addition to the above, if the average turnaround time in any month in the three-month period goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	Average application accuracy level for ten digit fingerprint over the six-month period	Violations for calculation of penalty	>= 3 top results	2	> 3 & <= 5 top results	4	> 6 top results	5
Average application accuracy level for ten digit fingerprint over the six-month period	Violations for calculation of penalty								
>= 3 top results	2								
> 3 & <= 5 top results	4								
> 6 top results	5								
Application Accuracy for	Application accuracy during peak usage hours as measured from a client terminal within the Data Center for Chance/latent searches should be								

Service Description	Level	Measurement								
searching Chance/latent prints		<p>capable of achieving accuracy of getting hits 100% of times in top 10 results</p> <p>Severity of Violation: High</p> <p>The list of critical business functions and peak usage hours will be identified by NCRB during the Supply and System Integration Phase.</p> <p>This service level will be monitored on a monthly basis.</p> <table border="1"> <thead> <tr> <th>Average application accuracy level for chance/latent fingerprint over a month period</th> <th>Violations for calculation of penalty</th> </tr> </thead> <tbody> <tr> <td>>=10 top results</td> <td>2</td> </tr> <tr> <td>> 10 & <= 15 top results</td> <td>4</td> </tr> <tr> <td>> 16 top results</td> <td>5</td> </tr> </tbody> </table> <p>In addition to the above, if the average turnaround time in any month in the three-month period goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	Average application accuracy level for chance/latent fingerprint over a month period	Violations for calculation of penalty	>=10 top results	2	> 10 & <= 15 top results	4	> 16 top results	5
Average application accuracy level for chance/latent fingerprint over a month period	Violations for calculation of penalty									
>=10 top results	2									
> 10 & <= 15 top results	4									
> 16 top results	5									

A V-6.2. Managed services

Service Description	Level	Measurement				
Client Support Performance	Site	<p>80% of the Level 1 Incidents at each site should be resolved within 2 business hours from the time call is received / logged whichever is earlier. The maximum resolution time for any incident of this nature shall not exceed 8 business hours.</p> <p>Severity of Violation: Medium</p> <p>This service level will be measured on a monthly basis for each implementation site.</p> <p>If the performance in a month for an implementation site falls below the minimum service level, it will be treated as one (1) violation. The total number of instances for the three-month period will be the cumulative number of instances across all the months across all sites in the three-month period.</p> <p>Average number of instances per month = (Total number of instances for the three-month period) / 3</p> <table border="1"> <thead> <tr> <th>Average number of instances per month</th> <th>Violations for calculation of penalty</th> </tr> </thead> <tbody> <tr> <td>>0 & <=2</td> <td>1</td> </tr> </tbody> </table>	Average number of instances per month	Violations for calculation of penalty	>0 & <=2	1
Average number of instances per month	Violations for calculation of penalty					
>0 & <=2	1					

Service Level Description	Measurement
	>2 & ≤6 2
	>6 & ≤8 3
	>12 4

Managed services

- (a) This service level will be monitored on a monthly basis.
- (b) The scheduled operation time for the Helpdesk shall be 24X7
- (c) The below tables gives details on the Service Levels the SUCCESSFUL BIDDER should maintain.

Service Level Description	Measurement
Datacenter Support Performance	Replacement of hardware equipment shall be done within 15 days of detection of the fault. 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.
Datacenter Support Performance	Update of documentation of 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

A V-6.3. Reporting

- (a) The below tables gives details on the Service Levels the SUCCESSFUL BIDDER 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 5 th of the following month. Severity of Violation: Medium

	<p>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) Penalty.</p>
--	--

A VI. Draft Master Service Agreement

THIS AGREEMENT is made on this the <***> day of <***> 2018 at <***>, India.

BETWEEN

JOINT DIRECTOR (CCTNS), NCRB, NH-8, MAHIPALPUR, NEWDELHI -110037

AND

<***>, a Company registered under the *Companies Act, 1956*, (or 2013) having its registered office at <***> acting through <***>, authorized through Power of Attorney dated <***> to sign the document (hereinafter referred to as '**Successful bidder/ SUCCESSFUL BIDDER**') which expression shall, unless excluded by or repugnant to the context, include its successors/ administrators/ assignees) on the second part.

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS:

1. Client is desirous to implement the National Automatic Facial Recognition System (AFRS), an initiative of National Crime Record Bureau under Ministry of Home Affairs in NCRB
2. In furtherance of the same, Client undertook the selection of a suitable Successful bidder through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated <*****> .
3. The successful bidder has been selected as the Successful bidder on the basis of the Bid Details set out in this Request For Proposal to undertake the Project of the development and implementation of the solution, its roll out and sustained operations.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

A VI-1. Definitions and Interpretations

A VI-1.1. Definitions

Term	Definition
Adverse Effect	Means material adverse effect on

	<p>(a) the ability of the Successful bidder to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or</p> <p>(b) the legal validity, binding nature or enforceability of this Agreement;</p>
Agreement	Means this Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexure, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	Means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of the Client as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Application Downtime	Means the time for which user/s is not able to access the application. However, in calculating downtime, scheduled downtime (for example, backup time, batch processing time, routine maintenance time) would not be considered;
Business Hours	Shall mean the working time for NCRB personnel which is 9:00 AM to 7:00 PM. Again for Servers and other components which enable successful usage of AFRS 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;
Confidential Information	Means all information including NCRB Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, which is disclosed to or otherwise learned by the Successful bidder in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);

Control	<p>Means, in relation to any business entity, the power of a person to secure</p> <p>(i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or</p> <p>(ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;</p>
Deliverables	<p>Means the products, infrastructure and services agreed to be delivered by the Successful bidder in pursuance of the agreement as defined elaborately in this RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;</p>
Final Acceptance Test	<p>Shall be conducted on completion of the following:</p> <p>AFRS deployed and Operational</p> <p>UAT of the overall AFRS solution</p> <p>Data from Advanced states is updated and CAS is integrated at Centre/state</p>
Intellectual Property Rights	<p>Means all rights in written designs and copyrights, moral rights, rights in databases and AFRS solution software including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);</p>
Insurance Cover	<p>Means the aggregate of the maximum sums insured under the insurances taken out by the Successful bidder and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable in relation to such act or event;</p>

Material Breach	Means a breach by either Party (Client or Successful bidder) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
Parties	Means Client and Successful bidder for the purposes of this Agreement and “ Party ” shall be interpreted accordingly;
Performance Guarantee	Means the guarantee of 10% of value of the contract in the form of a Bank Guarantee as per the format provided in this RFP from Indian Public Sector Banks or Private Sector Banks authorized by the Government to conduct Government transaction. Details of the bank are to be furnished in the commercial offer.
Planned Application Downtime	Means the unavailability of the application services due to maintenance activities such as configuration changes, up-gradation or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from the Client as applicable;
Planned network outage	Means the unavailability of the network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Prior intimation of such planned outage shall be given and approval sought from the Client as applicable and shall be notified at least two working days;
Project	Means Pilot, Project Implementation (roll out) and Maintenance in terms of the Agreement;
Project Implementation	Means Project Implementation as per the testing standards and acceptance criteria prescribed by Client or its nominated agencies;
Project Implementation Phase	Shall be from the Effective Date of the Agreement to the date of final acceptance testing & certification as set out in the RFP;
NCRB Data	Means all proprietary data of the department or its nominated agencies generated out of operations and transactions, documents all taxpayers data and related information including but not restricted to

	user data which the Successful bidder obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;
Replacement Successful bidder	Means any third party that Client or its nominated agencies appoint to replace Successful bidder upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
Required Consents	Means the consents, waivers, clearances and licenses to use Client’s Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that Client or their nominated agencies are required to make available to Successful bidder pursuant to this Agreement;
Services	Means the services delivered to the Stakeholders of Client or its nominated agencies, employees of Client or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Successful bidder including the tools of information and communications technology and includes but is not limited to the list of services specified in RFP;
Service Level	Means the level of service and other performance criteria which will apply to the Services delivered by the Successful bidder
SLA	Means SLA executed as part of this Master Service Agreement for performance and maintenance of services
Software	Means the software designed, developed / customized, tested and deployed by the Successful bidder for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the proprietary software components and tools deployed by the Successful bidder;
Stakeholders	Term stakeholders shall cover Citizens/ Citizens groups, MHA/NCRB/State Police.

Third Party Systems	Means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the Client or Successful bidder and to which Successful bidder has been granted a license to use and which are used in the provision of Services;
Unplanned Application Downtime	Means the total time for all the instances where services in the software requirement specification document prepared by the Successful bidder are not available for more than 5 consecutive minutes;
Unplanned network outage	Means the total time for all the instances where services in the software requirement specification document prepared by the Successful bidder are not available for more than 5 consecutive minutes;
Warranty Period	Shall be counted five years (may be extendable by additional 5 years) from the date of successful completion of Successful implementation / Go-Live

A VI-1.2. Interpretation

In this Agreement, unless otherwise specified:

- (a) References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexure are to clauses, sub-clauses, paragraphs, schedules and annexure to this Agreement;
- (b) Use of any gender includes the other genders;
- (c) References to a '**company**' shall be construed so a
- (d)
- (e)
- (f) s to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (g) References to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (h) Reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (i) Any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24

hours running from midnight to midnight;

- (j) References to a **'business day'** shall be construed as a reference to a day (other than a Sunday) on which Government offices in the State of Delhi are generally open for business;
- (k) References to times are to Indian Standard Time;
- (l) Reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, notated or supplemented at any time; and
- (m) All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- (n) Successful bidder (SUCCESSFUL BIDDER) has been used for the same entity i.e. bidder selected for the project.

A VI-2. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

A VI-3. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) As between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) As between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- (c) As between any value written in numerals and that in words, the value in words shall prevail.

A VI-4. Priority of documents

This Agreement, including its Schedules, represents the entire agreement between the Parties. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- (a) This Agreement along with the SLA agreement, NDA agreement, Schedules and Annexure;
- (b) Request for Proposal and Addendum/ Corrigendum to the Request for Proposal (if any).

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexure/ Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexure/ Schedules and Annexure/ Schedules shall prevail over the contents and specifications of the RFP.

A VI-5.Scope of the Project

The Successful bidder shall be required to follow the scope of work as defined in section 2 of the RFP. In addition to the scope of work, SUCCESSFUL BIDDER will also be required to adhere to the project timelines and submit the required deliverables as defined in this RFP.

A VI-5.1. Terms & Duration of the Project

The Client intends to grant to the Successful bidder the right to undertake and implement the Project on the terms and conditions set forth below:

- i. Successful implementation / Go-Live of the project within the defined period from the date of signing of contract. The Successful implementation / Go-Live of a Phase will include:
 - Successful deployment, commissioning and User Acceptance Tests (UAT) for the modules in the concerned phases
 - Successful training of the staff members on the modules
 - Procurement, deployment and commissioning of the required hardware
 - Acceptance / Sign off from the Client for reaching the stage of successful Go-Live
 - Final Acceptance and declaration go-live
- ii. Operation and Maintenance of the system for a period of five years (extendable by additional 5 years) from the Successful Implementation / Go-Live.
- iii. Hence, the Overall “Term” for the Project will be at least 5 years. This Agreement shall come into effect on <***> 2018 (hereinafter the ‘**Effective Date**’) and shall continue till operation and maintenance completion date which shall be the date of the completion of the operation and maintenance to the satisfaction of Client or its nominated agencies.
- iv. Purchases may be increased as per the operational requirements of the project

A VI-6.Conditions Precedent & Effective Date

A VI-6.1. Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall

take effect only upon fulfillment of all the Conditions Precedent set out below. However, Client or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Successful bidder. The time for fulfilling the conditions precedent will be decided by mutual agreement between both the Parties.

A VI-6.2. Conditions Precedent of the Successful bidder

The Successful bidder shall be required to fulfill the Conditions Precedent which are as follows:

- a. To provide a Performance Security/Guarantee and other guarantees/ payments as and when required to the Client or its nominated agencies;
- b. To provide the Client or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Successful bidder

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties except the financial obligations of Client or its nominated agencies under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth above.

A VI-6.3. Extension of time for fulfilment of Conditions Precedent

- (a) The Parties may, by mutual agreement, extend the time for fulfilling the Term of this Agreement.
- (b) For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the Successful bidder linked to the delay in fulfilling the Conditions Precedent.

A VI-6.4. Non-fulfilment of the Successful bidder's Conditions Precedent

- a. In the event that any of the Conditions Precedent of the Successful bidder have not been fulfilled within 15 days of signing of this Agreement and the same have not been waived fully or partially by Client or its nominated agencies, this Agreement shall cease to exist;
- b. In the event that the Agreement fails to come into effect/ ceases to exist on account of non-fulfillment of the Successful bidder's conditions precedent, the Client or its nominated agencies shall not be liable in any manner whatsoever to the Successful bidder and the Client shall forthwith forfeit the performance guarantee.
- c. In the event that possession of any of the Client or its nominated agencies facilities has been delivered to the Successful bidder prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to Client or its nominated agencies, free and clear from any encumbrances or claims.

A VI-7.Obligations under the SLA

- The SLA shall be a separate contract in respect of this Agreement and shall be entered into concurrently with this Agreement between Client and Successful bidder
- In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out herein.
- Change of Control
 - (a) In the event of a change of control of the Successful bidder during the Term, the SUCCESSFUL BIDDER shall promptly notify Client and/or its nominated agencies of the same in the format set out as AVIII-1.24.1 of this Agreement.
 - (b) In the event that the net worth of the surviving entity is less than that of Successful bidder prior to the change of control, the Client or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the SUCCESSFUL BIDDER from a guarantor acceptable to the Client or its nominated agencies (which shall not be Successful bidder or any of its associated entities).
 - (c) If such a guarantee is not furnished within 30 days of the Client or its nominated agencies requiring the replacement, the Client may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
 - (d) Pursuant to termination, the effects of termination as set out in Clause AVIII-8.16.2 of this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Successful bidder shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

- Final testing and certification

The Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by the Client, guided by the following principles:

- (a) Client reserves the right to nominate a technically competent agency ("**Final Testing and Certification Agency**") for conducting final acceptance testing and certification;
- (b) Such Final Testing and Certification Agency will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution

architecture, design of systems and sub- systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and this Agreement;

- (c) The Final Testing and Certification Agency will be involved with Project from the development stage to ensure that the guidelines are being followed and to avoid large scale modifications pursuant to testing done after the application is fully developed;
 - (d) The Final Testing and Certification Agency may engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;
 - (e) The Final Testing and Certification Agency will establish appropriate processes for notifying the Successful bidder of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Successful bidder to take corrective action;
 - (f) Such an involvement of and guidance by the Final Testing and Certification Agency shall not, however, absolve the Successful bidder of the fundamental responsibility of designing, customizing/ developing, installing, testing and commissioning the various components of the Project to deliver the services in perfect conformity with this Agreement
- The Parties shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except with the prior written agreement between the Client and Successful bidder in accordance with the Change Control Schedule set out in Schedule I of this Agreement. Save for the express terms of the Terms of Payment Schedule set out as Schedule V of this Agreement, Client or its nominated agencies and its users may purchase any particular category of Services that may become necessary as per the Change Control Schedule set out in Schedule I of this Agreement, without the need to go for a separate procurement process.

A VI-8. Representations and Warranties

A VI-8.1. Representations and warranties of the Successful bidder

The Successful bidder represents and warrants to the Client or its nominated agencies that:

- (a) It is duly organized and validly existing under the laws of India, and has full power and

- authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- (b) It is a competent provider of a variety of information technology and business process management services;
 - (c) It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
 - (d) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
 - (e) In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to Client's normal business operations
 - (f) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
 - (g) The information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
 - (h) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
 - (i) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
 - (j) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

- (k) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- (l) No representation or warranty by it contained herein or in any other document furnished by it to Client or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and

No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Client or its nominated agencies in connection therewith.

A VI-8.2. Representations and warranties of the CLIENT or its nominated agencies

CLIENT or its nominated agencies represent and warrant to the Successful bidder that:

- (a) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- (b) It has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) It has the financial standing and capacity to perform its obligations under the Agreement;
- (d) It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- (e) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- (f) The execution, delivery and performance of this Agreement shall not conflict with,

result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

- (g) There are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- (h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Client or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (i) It has complied with Applicable Laws in all material respects;
- (j) All information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- (k) Upon the Successful bidder performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Successful bidder, in accordance with this Agreement.

A VI-9.Undertakings of the Client or its Nominated Agencies

Without prejudice to any other undertakings or obligations of the Client or its nominated agencies under this Agreement the Client or its nominated agencies shall undertake the following:

- (a) To provide any support through personnel to test the system during the Term;
- (b) To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- (c) Client shall provide the data (including in electronic form wherever available) to be digitized or migrated.

- (d) To authorize the Successful bidder to interact for implementation of the Project with external entities.

A VI-10. Obligations of the Successful bidder

- (a) It shall provide to the Client or its nominated agencies, the Minimum Required Deliverables as set out in this RFP.
- (b) It shall keep abreast of the relevant technical, managerial and operational requirements applicable to the provision of the services and best practices in this area and shall share their knowledge with Client or its nominated agencies regarding matters which would assist Client or its nominated agencies in its use of the Services, provided that Successful bidder shall not be obligated to share other client information or Confidential Information of Successful bidder not relevant to this Agreement;
- (c) It shall perform the Services as set out in the RFP in a professional manner commensurate with industry and technical standards which are generally in effect for international projects and innovations similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.
- (d) It shall ensure that the Services are being provided as per the Project Timelines set out in the RFP

A VI-11. Approvals and Required Consents

- (a) The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “**Required Consents**”) necessary for the Successful bidder to provide the Services. The costs of such Approvals and/or licenses and renewal of these licenses if required (for 5 years as per the project timelines extendable by another 5 years) shall be borne by the SUCCESSFUL BIDDER.
- (b) The Client or its nominated agencies shall use reasonable endeavors to assist Successful bidder to obtain the Required Consents. In the event that any Required Consent is not obtained, the Successful bidder and the Client or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Client or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the Successful bidder shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the Successful bidder’s obligations are not dependent upon such Required Consents.

(c) Procured and/or renewed licenses should be in the name of CLIENT

A VI-12. Use of Assets by the Successful bidder

During the Term the Successful bidder shall:

- (a) Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Successful bidder exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all up gradation / enhancements and improvements to meet the current needs of the Project; and
- (b) Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) and/or the intangible Assets suitably upgraded subject to the relevant industry standards as at the date the Successful bidder takes control of and/or first uses the Assets and during the entire Term of the Agreement. Pursuant to technological obsolescence, up gradation will be carried out by the Successful bidder.
- (c) Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Successful bidder will be faithfully followed by the Successful bidder and any person who will be responsible for the use of the Assets;
- (d) Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Successful bidder or as may, in the reasonable opinion of the Successful bidder, be necessary to use the Assets in a safe manner;
- (e) Ensure that the Assets that are under the control of the Successful bidder, are kept suitably housed and in conformity with Applicable Law;
- (f) Procure permission from the Client or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- (g) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law; and
- (h) Be responsible for undertaking comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc.

A VI-13. Access to the Client or its Nominated Agencies Locations

Till the date of completion of all contractual obligations of the SUCCESSFUL BIDDER to the client or its nominated agencies, access to the client or its nominated agency's locations, as the case may be, on a non-permanent basis and to the extent necessary, the Client or its nominated

agencies, as the case may be, shall, subject to compliance by the Successful bidder with any safety and security guidelines which may be provided by the Client or its nominated agencies with notification to the Successful bidder in writing, provide the Successful bidder with:

- (a) Reasonable access, in the same manner granted to the Client or its nominated agencies employees, to the location, twenty-four hours a day, seven days a week;
- (b) Reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at other such Client locations, if any, as may be reasonably necessary for the Successful bidder to perform its obligations hereunder and under the SLA.

Access to locations, office equipment and services shall be made available to the Successful bidder on an “as is, where is” basis by the Client or its nominated agencies as the case may be. The Successful bidder agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in RFP for the following purposes:

- (a) For the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- (b) In a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality); or
- (c) For committing any unlawful act

A VI-14. Management Phase

A VI-14.1. Governance

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule set out in Schedule IV of this Agreement and shall cover all the management aspects of the Project.

A VI-14.2. Use of Services

- (a) The Client as the case may be or its nominated agencies, will use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA or this Agreement or any agreement that may be entered into between the Parties from time to time;
- (b) The Client or its nominated agencies shall be responsible for the operation and use of the Deliverables resulting from the Services.

A VI-14.3. Changes

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement or under or to the SLA shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement.

A VI-14.4. Security and Safety

- (a) The Successful bidder shall comply with the directions issued from time to time by the Client or its nominated agencies and follow the industry and statutory standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of the Services.
- (b) Each Party to the SLA/Agreement shall also comply with CLIENT or the Government of India, and the respective State's security standards and policies in force from time to time at each location
- (c) The Parties to the SLA/Agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with data, facilities or Confidential Information connected with the Project.
- (d) The Successful bidder shall upon reasonable request by the CLIENT or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- (e) As per the provisions of the SLA or this Agreement, the Successful bidder shall promptly report in writing to the CLIENT or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security related to the Project and Services.

A VI-14.5. Cooperation

Except as otherwise provided elsewhere in this Agreement or the SLA, SUCCESSFUL BIDDER undertakes promptly to provide the Client with all such information and co-operation which the other Party reasonably requests, provided that such information and co-operation:

- (a) is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
- (b) cannot be construed to be Confidential Information; and
- (c) Is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

A VI-15. Finances

A VI-15.1. Terms of Payment and Service Credits and Debits

- (a) In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the CLIENT shall pay the Successful bidder for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.
- (b) All payments are subject to the application of service credits and debits as may be provided for in the SLA. For the avoidance of doubt, it is expressly clarified that the CLIENT will pay the service credits as stated in accordance with the Schedule V of this Agreement and the CLIENT may also calculate a financial sum and debit the same against the terms of payment as set out in Schedule V of this Agreement as a result of the failure of the Successful bidder to meet the Service Level as defined in SLA.

Save and except as otherwise provided for herein or as agreed between the Parties in writing, the CLIENT shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Successful bidder performance of any obligations under this Agreement or the SLA) other than those covered in Schedule VI of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including ALL taxes which are addressed in this Clause.

A VI-15.2. Invoicing and Settlement

- (a) Subject to the specific terms of the SLA, the Successful bidder shall submit its invoices in accordance with the following principles:
 - i. The CLIENT shall be invoiced by the Successful bidder for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the Successful bidder shall raise an invoice along with necessary approvals as per Schedule VI of this Agreement on quarterly basis; and
 - ii. Any invoice presented in accordance with this Article shall be in a form agreed with the CLIENT.
- (b) The Successful bidder alone shall invoice all payments after receiving due approval from the competent authority. Such invoices shall be accurate and incorporate all adjustments to or changes in the terms of payment as stated in Schedule V of this Agreement. The Successful bidder shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the charge relating to such Service is authorized or incurred, whichever is later.

- (c) Payment shall be made within few working days of the receipt of invoice along with supporting documents by the CLIENT subject to penalties. The penalties are imposed on the SUCCESSFUL BIDDER as per the SLA criteria specified in the SLA.
- (d) The CLIENT shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Successful bidder under Schedule V of this Agreement where the CLIENT disputes/ withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the procedure as set out in Schedule V of this Agreement. Any exercise by the CLIENT under this Clause shall not entitle the Successful bidder to delay or withhold provision of the Services.
- (e) The CLIENT shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Successful bidder under Schedule V of this Agreement where it disputes any previous invoice or part of it that it had not previously disputed provided that such dispute is bona fide. The withheld amount shall be limited to that which is the disputed amount. The disputed amount shall be referred to the escalation procedure as set out in Schedule V of this Agreement. Any recourse by the CLIENT to its rights under this Clause shall not entitle the Successful bidder to delay or withhold provision of the Services.
- (f) The Successful bidder shall pay all its sub-contractors in a timely fashion so as not to prejudice the Project.

A VI-15.3. Tax

- (a) The CLIENT or its nominated agencies shall be responsible for deducting withholding taxes from the amounts due and payable to the Successful bidder wherever applicable. The Successful bidder shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.
- (b) The CLIENT or its nominated agencies shall provide Successful bidder with the original tax receipt of any withholding taxes paid by CLIENT or its nominated agencies on payments under this Agreement. The Successful bidder agrees to reimburse and hold the CLIENT or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the CLIENT or its nominated agencies, the Successful bidder and third party subcontractors.
- (c) The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the

Parties shall provide each other with the following:

- a. any resale certificates;
- b. any relevant information regarding out-of-state or use of materials, equipment or services; and
- c. Any direct pay permits, exemption certificates or information reasonably requested by the other Party.

A VI-16. Termination

A VI-16.1. Material Breach:

- (a) If the Successful bidder is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then the CLIENT may serve a 7 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the CLIENT will have the option to terminate this Agreement. Further, the CLIENT may after affording a reasonable opportunity to the Successful bidder to explain the circumstances leading to such a delay.
- (b) If there is a Material Breach by the CLIENT or its nominated agencies which results in not providing the certification of User Acceptance, then the Successful bidder will give a one month's notice for curing the Material Breach to the CLIENT. After the expiry of such notice period, the Successful bidder will have the option to terminate the Agreement
- (c) The CLIENT may by giving a one month's written notice, terminate this Agreement if a change of control of the Successful bidder has taken place
- (d) In the event that Successful bidder undergoes such a change of control, CLIENT may, as an alternative to termination, require a full Performance Guarantee for the obligations of Successful bidder by a guarantor acceptable to CLIENT or its nominated agencies. If such a guarantee is not furnished within 30 days of CLIENT's demand, the CLIENT may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Successful bidder.
- (e) The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

A VI-16.2. Effects of termination

- (a) In the event that CLIENT terminates this Agreement pursuant to failure on the part of the Successful bidder to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Successful bidder may be forfeited.
- (b) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule II of this Agreement.
- (c) In the event that CLIENT or the Successful bidder terminates this Agreement, the compensation

will be decided in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.

On termination of this Agreement for any reason, the CLIENT will decide the appropriate course of action.

A VI-16.3. Termination of this Agreement due to bankruptcy of Successful bidder

The CLIENT may serve written notice on Successful bidder at any time to terminate this Agreement with immediate effect in the event that:

- (a) The Successful bidder reporting an apprehension of bankruptcy to the CLIENT or its nominated agencies;
- (b) CLIENT or its nominated agencies apprehending a similar event.

A VI-17. Indemnification

- Subject to clause mentioned below, Successful bidder (the "Indemnifying Party") undertakes to indemnify CLIENT (the "Indemnified Party") from and against all losses on account of bodily injury, violation of intellectual property rights of third party, computer viruses, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA to the extent of the Indemnifying Party's comparative fault in causing such losses.
- The indemnities set out in the above clause shall be subject to the following conditions:
 - (a) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - (b) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel.
 - (c) If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 - (d) All settlements of claims subject to indemnification under this Article will:
 - i. Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

- ii. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- (e) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (f) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (g) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (h) If a Party makes a claim under the indemnity set out under clause mentioned above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

A VI-18. Force Majeure

A VI-18.1. Definition of Force Majeure

As used in this Agreement, a “Force Majeure Event” shall mean any unforeseeable act or event that prevents the affected party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement or complying with any conditions required by the other Party under this Agreement if such act or event is beyond the reasonable control of and not the fault of the affected Party and such Party has been unable to avoid such act or event by the exercise of prudent foresight and due diligence. However, the following events shall not constitute a Force Majeure Event and are solely the responsibility of the affected Party:

- Strikes
- Collective bargaining agreements within the exclusive control of either Party
- Labour disputes of any kind
- Economic hardship

A VI-18.2. Force Majeure events

The burden of proof as to whether a Force Majeure event has occurred shall be upon the Party claiming a Force Majeure Event.

A VI-18.3. Conditions

If either party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure event, that Party will be excused from whatever performance is affected by the Force Majeure Event to the extent so affected provided that:

- (a) The affected Party, gives to the other Party written notice of the occurrence of the Force Majeure Event as soon as practicable after the occurrence thereof, and also gives to the other Party written notice describing in reasonable details the particulars of such occurrence, including an estimation of its expected duration and probable impact on the performance of such Party's obligations hereunder, and thereafter continues to furnish timely regular reports with respect thereto during the continuation of the Force Majeure event
- (b) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event
- (c) The affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance
- (d) When the affected Party is able to resume performance of its obligations under this Agreement, it shall give the other Party written notice to that effect and shall promptly resume performance hereunder.

A VI-18.4. Conditions notwithstanding

Anything in this Agreement to the contrary notwithstanding:

- (a) Any event or occurrence that results materially from the gross negligence or intentional acts of the affected Party shall not constitute a Force Majeure Event
- (b) The Affected Party shall not be relieved from obligations under this Agreement to the extent that the gross negligence or willful misconduct of the affected Party contributes to or aggravates the Force Majeure Event
- (c) Neither Party shall be considered in default or in breach of its obligations under this Agreement to the extent that performance of such obligations is prevented by an exempting Force Majeure Event.

A VI-18.5. Termination clause

- (a) If the Force Majeure Event or its consequences extend beyond a period of six months, this Agreement shall unless the Parties agree otherwise in writing, stand terminated.

A VI-19. Confidentiality

- (a) The CLIENT or its nominated agencies shall allow the Successful bidder to review and utilize

highly confidential public records and the Successful bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

- (b) Additionally, the Successful bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- (c) The CLIENT or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Successful bidder regarding any forbidden disclosure.
- (d) The Successful bidder shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the CLIENT with respect to this Project.
- (e) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - Information already available in the public domain;
 - Information not pertaining to AFRS project which has been developed independently by the Successful bidder;
 - Information which has been received from a third party who had the right to disclose the aforesaid information;
 - Information which has been disclosed to the public pursuant to a court order.

A VI-20. Audit, Access and Reporting

The Successful bidder shall allow access to the CLIENT or its nominated agencies to all information which is in the possession or control of the Successful bidder and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the CLIENT to comply with the terms of the Audit, Access and Reporting requirements set out in the RFP.

A VI-21. Intellectual Property Rights

A VI-21.1. Products and fixes:

All products and related solutions and fixes provided pursuant to this agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. SUCCESSFUL 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 CLIENT 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 when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

A VI-21.2. Bespoke development:

The Intellectual Property Rights (IPR) for any bespoke development done during the implementation of the project will lie with CLIENT.

A VI-21.3. 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 non-exclusive 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, the bidder should grant CLIENT a non-exclusive, perpetual, fully paid-up enterprise edition license(s) to use, reproduce and modify (if applicable) the

Pre-existing work in the form delivered to CLIENT 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.

CLIENT’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 CLIENT at the conclusion of performance of the services.

A VI-22. Miscellaneous

A VI-22.1. Personnel

- a) The personnel assigned by Successful bidder to perform the Services shall be employees of Successful bidder, and under no circumstances shall such personnel be considered employees of CLIENT or its nominated agencies. The Successful bidder shall have the sole responsibility for the supervision and control of its personnel and for payment of such personnel’s compensation, including salary, withholding of income taxes and social security taxes, worker’s compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.
- b) The Successful bidder shall use its best efforts to ensure that sufficient Successful bidder personnel are assigned to perform the Services and those personnel have appropriate qualifications to perform the Services. After discussion with Successful bidder, CLIENT or its

nominated agencies shall have the right to require the removal or replacement of any Successful bidder personnel performing work under this Agreement. In the event that CLIENT or its nominated agencies requests that any Successful bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.

- c) The Successful bidder shall also be responsible to train certain employees of CLIENT, or its nominated agencies with regard to the Services being provided by the Successful bidder as and when required by the CLIENT or its nominated agencies during the Term of this Project. The parameters of the training required for these employees of CLIENT or its nominated agencies shall be communicated by CLIENT or its nominated agencies to the Successful bidder periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.
- d) In the event that the CLIENT or its nominated agencies identifies any personnel of Successful bidder as “Key Personnel”, then neither the Successful bidder shall remove such personnel from the CLIENT or its nominated agencies engagement without the prior written consent of CLIENT or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
- e) Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of Successful bidder to freely assign or reassign its employees; provided that Successful bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. CLIENT or its nominated agencies shall have the right to review and approve Successful bidder’s plan for any such knowledge transfer. Successful bidder shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.
- f) Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- g) Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

A VI-22.2. Independent Contractor

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement or the SLA and, except as expressly stated in this Agreement or the SLA, nothing in this Agreement or the SLA shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

- (a) Incur any expenses on behalf of the other Party;
- (b) Enter into any engagement or make any representation or warranty on behalf of the other Party;
- (c) Pledge the credit of or otherwise bind or oblige the other Party; or
- (d) Commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

A VI-22.3. Sub-contractors

Successful bidder shall not subcontract any work related to the data recovery Centre, data Centre, security, etc. other Core activities to be performed under this Agreement without CLIENT's prior written consent. However the Successful bidder shall provide the list of all the other services planned to be sub contracted with the Technical proposal. It is clarified that the Successful bidder shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Successful bidder undertakes to indemnify the CLIENT or its nominated agencies from any claims on the grounds stated hereinabove.

A VI-22.4. Assignment

- (a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the CLIENT and their respective successors and permitted assigns.
- (b) Subject to clause mentioned above, the Successful bidder shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- (c) The CLIENT may assign or novate all or any part of this Agreement and Schedules/Annexure, and the Successful bidder shall be a party to such novation, to any third party contracted to provide outsourced services to CLIENT or any of its nominees.

A VI-22.5. Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that Successful bidder may include CLIENT or its client lists for reference to third parties subject to the prior written consent of CLIENT not to be unreasonably

withheld or delayed. Such approval shall apply to each specific reference and relate only to that reference.

A VI-22.6. Notices

- (a) Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- (b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Tel:

Fax:

Email:

Contact:

Successful bidder

Tel:

Fax:

Email:

Contact:

- (c) In relation to a notice given under the MSA / SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- (d) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

- (e) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

A VI-22.7. Variations and Further Assurance

- (a) No amendment, variation or other change to this Agreement or the SLA shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule I of this Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement or the SLA.
- (b) Each Party to this Agreement or the SLA agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement or the SLA.

A VI-22.8. Severability and Waiver

- (a) If any provision of this Agreement or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- (b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

A VI-22.9. Compliance with Applicable Law

Each Party to this Agreement and the SLA accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement. For the avoidance of doubt the obligations of the Parties to this Agreement and the

SLA are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

A VI-22.10. Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement and the SLA, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement or the SLA shall be borne solely by the respective Party which incurred them.

A VI-22.11. Ethics

The Successful bidder represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of CLIENT or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of CLIENT standard policies and may result in cancellation of this Agreement, or the SLA.

A VI-22.12. Entire Agreement

This Agreement and the SLA with all schedules & annexure appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

A VI-22.13. Amendment

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule set out in Schedule I of this Agreement by mutual written consent of all the Parties.

A VI-23. Dispute Resolution

- (a) Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule IV of this Agreement.
- (b) Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by Client only. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Delhi, India. Any legal

dispute will come under Republic of India jurisdiction, subject to the foregoing provision regarding arbitration.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____
Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of President of
India

WITNESSES:-

1. Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____
Address _____
Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of the
Successful Bidder

A VI-24. Schedules

A VI-24.1. Schedule – I: Change Control Schedule

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“MSA”), 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 Successful Bidder and changes to the terms of payment as stated in the Terms of Payment Schedule.

The CLIENT and SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER 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 CLIENT or its nominated agencies will work with the Successful Bidder 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 other documents except for the changes in SLAs for which a separate process has been laid out.

This Change Control Schedule sets out the provisions which will apply to changes to the MSA.

A VI-24.2. Change Management Process

(a) Change Control Note ("CCN")

- i. Change requests in respect of the MSA, 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 below this schedule. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
- ii. The SUCCESSFUL BIDDER and the CLIENT or its nominated agencies, during the Project Implementation Phase and the CLIENT 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 in this RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.
- iii. 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 Successful Bidder and accepted by the CLIENT or its nominated agencies or as decided and approved by CLIENT or its Nominated Agencies. For arriving at the cost / rate for change up to 15% of the project value, the payment terms and relevant rates defined in this RFP will be referred to.

(b) Quotation

The SUCCESSFUL BIDDER shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the SUCCESSFUL BIDDER shall provide as a minimum:

1. A description of the change
 2. A list of deliverables required for implementing the change;
 3. A time table for implementation;
 4. An estimate of any proposed change
 5. Any relevant acceptance criteria
 6. An assessment of the value of the proposed change;
 7. Material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work.
- i. Prior to submission of the completed CCN to the CLIENT, or its nominated agencies, the Service Provider will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the SUCCESSFUL BIDDER shall consider the materiality of the proposed change in the context of the MSA and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

(c) Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the SUCCESSFUL BIDDER meets the obligations as set in the CCN. In the event the SUCCESSFUL BIDDER is unable to meet the obligations as defined in the CCN then the cost of getting it done from third party will be borne by the SUCCESSFUL BIDDER.

(d) Obligations

The SUCCESSFUL BIDDER shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS
THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____
Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of President of
India

WITNESSES:-

1. Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____
Address _____
Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of the
Successful Bidder

Format for Change Control Notice

Change Control Note		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 NCRB	Date:	
Name:		
Signature:	Date:	
Name:		
Signature:		

Change Control Note		CCN Number:
Part B : Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, charging structure, payment profile, documentation, training, service		
Brief Description of Solution:		
Impact:		

Deliverables:	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the Successful Bidder	Date:
Name:	
Signature:	
Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected - Requires Further Information (as follows, or as Attachment 1 etc.)	
For NCRB and its nominated agencies	For the Implementation Partner
Signature	Signature
Name	Name
Title	Title
Date	Date

A VI-24.3. Schedule – II: Exit Management Schedule

Purpose

- (a) This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management SLA.
- (b) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- (c) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

Cooperation and Provision of Information

During the exit management period:

- (a) The Successful Bidder will allow the CLIENT or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the CLIENT to assess the existing services being delivered;
- (b) Promptly on reasonable request by the CLIENT, the SUCCESSFUL BIDDER shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Successful Bidder or sub-contractors appointed by the Successful Bidder). The CLIENT shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Successful Bidder shall permit the CLIENT or its nominated agencies to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Successful Bidder and to assist appropriate knowledge transfer.

Confidential Information, Security and Data

- (a) The Successful Bidder will promptly on the commencement of the exit management period supply to the CLIENT or its nominated agency the following:
 - i. Information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services;
 - ii. Documentation relating to Project's Intellectual Property Rights;
 - iii. Documentation relating to sub-contractors;

- iv. All current and updated data as is reasonably required for purposes of CLIENT or its nominated agencies transitioning the services to its Replacement Successful Bidder in a readily available format nominated by the CLIENT, or its nominated agency;
 - v. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable CLIENT or its nominated agencies, or its Replacement Successful Bidder to carry out due diligence in order to transition the provision of the Services to CLIENT or its nominated agencies, or its Replacement Successful Bidder (as the case may be).
- (b) Before the expiry of the exit management period, the Successful Bidder shall deliver to the CLIENT or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Successful Bidder shall be permitted to retain one copy of such materials for archival purposes only.
 - (c) Before the expiry of the exit management period, unless otherwise provided under the MSA, the CLIENT or its nominated agency shall deliver to the Successful Bidder all forms of Successful Bidder confidential information, which is in the possession or control of Client or its nominated agency.

Employees

- (a) Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the CLIENT or its nominated agency a list of all employees (with job titles) of the Successful Bidder dedicated to providing the services at the commencement of the exit management period.
- (b) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Successful Bidder to the CLIENT or its nominated agency, or a Replacement Successful Bidder ("Transfer Regulation") applies to any or all of the employees of the Successful Bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- (c) To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, department, or its Replacement Successful Bidder may make an offer of employment or contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by any Replacement Successful Bidder.

Transfer of Certain Agreements

On request by the CLIENT or its nominated agency the Successful Bidder shall effect such assignments, transfers, licenses and sub-licenses as the Director General of Police may require

the same in the name of Director General of Police, NCRB or its Replacement Successful Bidder in relation to any equipment lease, maintenance or service provision agreement between Successful Bidder and third party licensor, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the CLIENT or its nominated agency or its Replacement Successful Bidder.

Rights of Access to Premises

- a) At any time during the exit management period, where Assets are located at the Successful Bidder's premises, the Successful Bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the CLIENT or its nominated agency and/or any Replacement Successful Bidder in order to make an inventory of the Assets.
- b) The Successful Bidder shall also give the CLIENT or its nominated agency or its nominated agencies, or any Replacement Successful Bidder right of reasonable access to the Successful Bidder's premises and shall procure the CLIENT or its nominated agency or its nominated agencies and any Replacement Successful Bidder rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to the CLIENT or its nominated agency, or a Replacement Successful Bidder.

General Obligations of the Successful Bidder

- a) The Successful Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the CLIENT or its nominated agency or its Replacement Successful Bidder and which the Successful Bidder has in its possession or control at any time during the exit management period.
- b) For the purposes of this Schedule, anything in the possession or control of any Successful Bidder, associated entity, or sub-contractor is deemed to be in the possession or control of the Successful Bidder.
- c) The Successful Bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

Exit Management Plan

- a) The Successful Bidder shall provide the CLIENT or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Successful Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- ii. plans for the communication with such of the Successful Bidder's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the CLIENT's operations as a result of undertaking the transfer;
- iii. (if applicable) proposed arrangements for the segregation of the Successful Bidder's networks from the networks employed by CLIENT and identification of specific security tasks necessary at termination;
- iv. Plans for provision of contingent support to CLIENT and Replacement Successful Bidder for a reasonable period after transfer.
 - b) The Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - c) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by the CLIENT or its nominated agencies.
 - d) The terms of payment as stated in the Terms of Payment Schedule includes the costs of the Successful Bidder complying with its obligations under this Schedule.
 - e) In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
 - f) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
 - g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
 - h) This Exit Management plan shall be furnished in writing to the CLIENT or its nominated agencies within 90 days from the Effective Date of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Date _____	Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of President of
India

WITNESSES:-

1. Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____
Address _____
Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of the
Successful Bidder

A VI-24.4. Schedule – III: Audit, Access and Reporting

Purpose

This Schedule details the audit, access and reporting rights and obligations of the CLIENT or its nominated agency and the Successful Bidder.

Audit Notice and Timing

- 1) As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, the CLIENT or its nominated agency and thereafter during the operation Phase, the CLIENT or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Successful Bidder any further notice of carrying out such audits.

- 2) The CLIENT or its nominated agency may conduct non-timetabled audits at his/ her own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Successful Bidder, a security violation, or breach of confidentiality obligations by the Successful Bidder, provided that the requirement for such an audit is notified in writing to the Successful Bidder a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Successful Bidder considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.
- 3) The frequency of audits shall be half yearly, provided always that the CLIENT or its nominated agency shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Successful Bidder.

Access

The Successful Bidder shall provide to the CLIENT or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in this RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The SPMU/ Client or its nominated agency shall have the right to copy and retain copies of any relevant records. The Successful Bidder shall make every reasonable effort to co-operate with them.

Audit Rights

- (a) The CLIENT or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities, data centers, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
 - i. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of CLIENT and documentation related thereto;
 - ii. That the actual level of performance of the services is the same as specified in the SLA;
 - iii. That the Successful Bidder has complied with the relevant technical standards, and has adequate internal controls in place; and
 - iv. The compliance of the Successful Bidder with any other obligation under the MSA and SLA.
 - v. Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the Successful Bidder.
 - vi. For the avoidance of doubt the audit rights under this Schedule shall not include access to the Successful Bidder's profit margins or overheads associated with any obligation under the MSA.

Audit Rights of Sub-Contractors, Suppliers and Agents

- (a) The Successful Bidder shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labor, services, equipment or materials in respect of the services. The Successful Bidder shall inform the CLIENT or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.
- (b) REPORTING: The Successful Bidder will provide quarterly reports to the Client or its nominated agency regarding any specific aspects of the Project and in context of the audit and access information as required by the CLIENT or its nominated agency.

Action and Review

- (a) Any change or amendment to the systems and procedures of the Successful Bidder, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- (b) Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the CLIENT or its nominated agency and the Successful Bidder's Project Manager in consultation with Client, shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

Terms of Payment

The Successful Bidder shall bear all the cost of any audits and inspections. The terms of payment are inclusive of any costs of the Successful Bidder and the sub-contractor, for all reasonable assistance and information provided under the MSA, the Project Implementation, Operation and Management SLA by the Successful Bidder pursuant to this Schedule.

Records and Information

For the purposes of audit in accordance with this Schedule, the Successful Bidder shall maintain true and accurate records in connection with the provision of the services and the Successful Bidder shall handover all the relevant records and documents upon the termination or expiry of the MSA.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____
Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of President of
India

WITNESSES:-

1. Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____
Address _____
Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of the
Successful Bidder

A VI-24.5. Schedule – IV: Governance Schedule

Purpose

The purpose of this Schedule is to:

- (i) Establish and maintain the formal and informal processes for managing the relationship between the CLIENT and the Successful Bidder (including the outputs from other Schedules to this Agreement;
- (ii) Define the principles that both Parties wish to follow to ensure the delivery of the Services;
- (iii) Ensure the continued alignment of the interests of the Parties;

- (iv) Ensure that the relationship is maintained at the correct level within each Party;
- (v) Create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- (vi) Set out the procedure for escalating disagreements; and
- (vii) Enable contract administration and performance management.

Governance Structure

- (a) Project Managers: The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.
- (b) Project Implementation Unit (PIU): Within 7 days following the Effective Date, CLIENT or its nominated agencies and the Successful Bidder shall form a joint Project Implementation Unit comprising of members from each party, and each party shall appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within 7 days of the substitution.
- (c) The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- (d) The PIU will meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues escalated in accordance with the escalation procedure as set out in the Governance Schedule; (iv) matters to be brought before the PIU in accordance with the MSA and the Schedules; (v) any matter brought before the PIU by the Successful Bidder under this Article; and (vi) any other issue which either Party wishes to add to the agenda.
- (e) In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the PIU any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.

Governance Procedures

- (a) The Successful Bidder shall document the agreed structures in a procedures manual.
- (b) The agenda for each meeting of the PIU shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the

request of either Party. Copies of the agenda for meetings of the PIU, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.

- (c) All meetings and proceedings will be documented such documents to be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- (d) The Parties shall ensure as far as reasonably practicable that the PIU shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- (e) In order formally to submit a Disputed Matter to the aforesaid for a, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.
- (f) The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action as per the process mentioned in MSA.
- (g) All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).
- (h) If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavors to reduce the elapsed time in reaching a resolution of the Disputed Matter.

The payment under the various cost heads is given as under:

- (a) For the payment purposes the pro rata reduction has been done on the cost items and sub items. The financial implications for both the states have been mentioned separately. Breakup of the overall project cost for all the phases of the project have been given in the Schedule below.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____
Date _____

2. Signature _____
 Name _____
 Designation _____
 Date _____

For and on behalf of President of
 India

WITNESSES:-

1. Signature _____
 Name _____
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 Date _____

Signature _____
 Name _____
 Designation _____
 Address _____
 Date _____

2. Signature _____
 Name _____
 Designation _____
 Date _____

For and on behalf of the
 Successful Bidder

A VI-24.6. Schedule – V: Payment schedule

Payment Milestone	Amount
M1 Payment	25% of CAPEX
M2 Payment	25% of CAPEX
M3 Payment(Go-live)	25% of CPAEX
Remaining CAPEX (After 5 million Test)	balance amount minus penalty is any
Training – Every 2 months for completed trainings	As per contract
OPEX Payments	
Quarterly payments after completion of quarter	As per contract

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

<u>WITNESSES:-</u>	
1. Signature _____ Name _____ Designation _____ Date _____	Signature _____ Name _____ Designation _____ Date _____
2. Signature _____ Name _____ Designation _____ Date _____	For and on behalf of President of India
<u>WITNESSES:-</u>	
1. Signature _____ Name _____ Designation _____ Date _____	Signature _____ Name _____ Designation _____ Address _____ Date _____
2. Signature _____ Name _____ Designation _____ Date _____	For and on behalf of the Successful Bidder

A VI-24.7. Schedule – VI: Service Level Agreement

The service levels to be established for the Services offered by the SUCCESSFUL BIDDER to the Nation will be governed as per the Service levels outlined in the Annexure-VII of this RFP.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Date _____	Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of President of
India

WITNESSES:-

1. Signature _____
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Date _____

Signature _____
Name _____
Designation _____
Address _____
Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of the
Successful Bidder

A VII. Format

A VII-1. Formats for the technical bid response

Undertaking on Patent Rights

(Company letterhead)

[Date]

To

Sub: Undertaking on Patent Rights

Sir,

1. I/We as Successful bidder (SUCCESSFUL BIDDER) do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
2. I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be supplied by us. We shall indemnify NCRB, against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the SUCCESSFUL BIDDER shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/or system or any part thereof to NCRB, and persons authorized by NCRB, , irrespective of the fact of claims of infringement of any or all the rights mentioned above.
3. If it is found that it does infringe on patent rights, I/We absolve NCRB, of any legal action.

Yours faithfully,

Authorized Signatory

Designation

Undertaking on Conflict of Interest

(Company letterhead)

[Date]

To

Sub: Undertaking on Conflict of Interest

Sir,

I/We as Successful bidder (SUCCESSFUL BIDDER) do hereby undertake that there is, absence of, actual or potential conflict of interest on the part of the SUCCESSFUL BIDDER or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with NCRB.

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

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

Yours faithfully,

Authorized Signatory
Designation

Undertaking On Pricing of Items of Technical Response

(Company letterhead)

[Date]

To

Sub: Undertaking on Clarifications sent to NCRB,

Sir,

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

Yours faithfully,

Authorized Signatory
Designation

Undertaking on Provision of Support for Software

(Company letterhead)

[Date]

To

Sub: Undertaking on Provision of Support for Software

Sir,

1. I/We as Successful bidder do hereby undertake the provision for Annual maintenance support/Warranty support (Services as defined in Section XXX of RFP) by OEM/OSV/IV for all the primary components (Web Server, Application Server, Database and Operating System) of the AFRS Application Software for during the duration of the contract period.

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

Yours faithfully,

Authorized Signatory
Designation

Undertaking on Service Level Compliance

(Company letterhead)

[Date]

To

Sub: Undertaking on Service Level Compliance

Sir,

I/We as Successful bidder do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the Addendum to the RFP to provide quality service to NCRB.

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

Yours faithfully,

Authorized Signatory
Designation

Undertaking on Deliverables

(Company letterhead)

[Date]

To

Sub: Undertaking on Deliverables

Sir,

1. I/We as Successful bidder do hereby undertake the adherence of <<>> Certification or above standards to the processes, deliverables/artefacts to be submitted to NCRB, proposed as part of the AFRS Software.
2. We also recognize and undertake that the Deliverables/artefacts shall be presented and explained to NCRB, and other key stakeholders (identified by NCRB,), and also take the responsibility to provide clarifications as requested by NCRB.
3. We also understand that the acceptance, approval and sign-off of the deliverables by NCRB, might be done on the advice of appointed third party agency as appointed by NCRB. We understand that while all efforts shall be made to accept and convey the acceptance of each deliverable in accordance with the project schedule, no deliverable will be considered accepted until a specific written communication to that effect is made by NCRB, .

Yours faithfully,

Authorized Signatory
Designation

Undertaking on Training the Users

(Company letterhead)

[Date]

To

Sub: Undertaking on Training the Users

Sir,

I/We hereby undertake to train users as per NCRB's requirements stated in the Request for Proposal (RFP). We further undertake that:

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

Yours faithfully,

Authorized Signatory

Designation

Undertaking on Exit Management and Transition

(Company letterhead)

[Date]

To

Sub: Undertaking on Exit Management and Transition

Sir,

1. I/We hereby undertake that at the time of completion of the engagement, we shall successfully carry out the exit management and transition (to NCRB, or to an agency identified by NCRB,) to NCRB's satisfaction.

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

- i. Capacity Building at NCRB,
 - a. We undertake to design team/organization structure at NCRB, to manage the system
 - b. We undertake to carry out an analysis of the skill set requirement at NCRB, to manage system and carry out the training & knowledge transfer required at NCRB, to manage system
 - ii. Transition of project artefacts and assets
 - a. We undertake to complete the updating of all project documents and other artefacts and handover the same to NCRB, before transition
 - b. We undertake to design Standard Operating Procedures to manage system (including application and IT systems), document the same and train NCRB, personnel on the same.
3. I/We also understand that the Exit Management and Transition will be considered complete on the basis of approval from NCRB.

Yours faithfully,
Authorized Signatory
Designation

Undertaking on Personnel

(Company letterhead)

[Date]

To

Sub: Undertaking on Personnel

Sir,

1. I/We as Successful bidder do hereby undertake that those persons whose profiles were part of the basis for evaluation of the bids and have been identified as "Key Personnel" of the proposed team, shall be deployed during the Project as per our bid submitted in response to the RFP.
2. We undertake that any of the identified "Key Personnel" shall not be removed or replaced without the prior written consent of NCRB.
3. Under exceptional circumstances, if the Key Personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by NCRB. NCRB will have the right to accept or reject these substitute profiles.
4. We also undertake to staff the Project with competent team members in case any of the proposed team members leave the Project either due to voluntary severance or disciplinary actions against them.
5. We undertake that the resources should be full time assigned to the AFRS project and will not be working simultaneously on other projects.
6. We acknowledge that NCRB, has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of NCRB, that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
7. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours faithfully,
Authorized Signatory

Designation

Undertaking on Provision of Work Environment at NCRB

(Company letterhead)

[Date]

To

Sub: Undertaking on Provision of Work Environment at premises of Nodal Agency

Sir,

1. I/We as Successful bidder do hereby understand that for the onsite team of software development agency operating out of NCRB, premises will be provided only with seating space. Any other requirements such as Desktops/PC, software will be Successful bidder's responsibility.

Yours faithfully,

Authorized Signatory
Designation

Undertaking on Changes to the Contract Clauses

(Company letterhead)

[Date]

To

Sub: Undertaking on Changes to Contract Clauses

Sir,

1. I/We as Successful bidder do hereby acknowledge that we understand that the request for changes to contract clauses and any other terms and conditions in the RFP, submitted in our proposal as per the RFP are just suggestions for change.
2. We understand that it is neither guaranteed that these requests for changes will be accepted in the final contract nor this process will be construed as any commitment from NCRB, to consider those suggestions.

Yours faithfully,

Authorized Signatory
Designation

Undertaking from OEM on Authorization of use of their OEM products

(Company letterhead)

[Date]

To

Sub: Authorization of <company name of SUCCESSFUL BIDDER> to Provide Services Based on Our Product(s)

Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that <name of SUCCESSFUL BIDDER> (“SUCCESSFUL BIDDER”) have due authorization from us to provide services, to NCRB, , that are based on our product(s) listed below as per Request for Proposal (RFP) document relating to providing of the solution, Implementation, training & maintenance services, Information Technology Infrastructure and System Integration services to NCRB, . We further endorse the warranty, contracting and licensing terms provided by SUCCESSFUL BIDDER to NCRB,

<u>Sr. No.</u>	<u>Product Name</u>	<u>Remarks</u>

Yours faithfully,

Authorized Signatory
Designation
OEM’s company name
CC: SUCCESSFUL BIDDER’s corporate name

Joint undertaking from SI and OEM

(Company letterhead)

[Date]

To

Sub: Undertaking to provide installation and maintenance services as described in the RFP

Sir,

We affirm that as of the date of this letter, we (SI_/OEM_) shall develop the required AFRS and/or deploy related infrastructure and provide support of parts for repair (or functionally equivalent replacements) thereof for a period of up to 5 years from the date of sale to NCRB and that we currently expect to make these Products, or subsequent versions or functional equivalents of them, available for sale during such period of time.

We assure you that, we would continue to meet our warranty terms for the entire term of the agreement through our support mechanism in India.

Yours faithfully,

Authorized Signatory
Designation
OEM's company name

Yours faithfully,

Authorized Signatory
Designation
SI's company name

Undertaking from successful bidder for 50 technical professionals from last 1 year across the world

(Company letterhead)

[Date]

To

Sub: Undertaking for 50 technical professionals from last 1 year across the world

Sir,

We affirm that as of the date of this letter, as AFRS system integrator, we have more than 50 technical professionals working with us across the globe.

Yours faithfully,

Authorized Signatory

Designation

SI's company name

Undertaking from successful bidder on performing integration activities successfully

(Company letterhead)

[Date]

To

Sub: Undertaking to perform integration activities successfully

Sir,

We affirm that as of the date of this letter, as AFRS system integrator, we would successfully perform all integration activities mentioned in this RFP to the satisfaction of NCRB.

Yours faithfully,

Authorized Signatory

Designation

SI's company name

Profiles of Previous Project Experience

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

Team Profile

Format for the Profiles	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: 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)	

<p>Prior Professional Experience covering:</p> <p>Organizations worked for in the past</p> <p>Organization name</p> <p>Duration and dates of entry and exit</p> <p>Designation</p> <p>Location(s)</p> <p>Key responsibilities</p> <p>Prior project experience</p> <p>Project name</p> <p>Client</p> <p>Key project features in brief</p> <p>Location of the project</p> <p>Designation</p> <p>Role</p> <p>Responsibilities and activities</p> <p>Duration of the project</p> <p>Please provide only relevant projects.</p>	
<p>Proficient in languages (Against each language listed indicate if read/write/both)</p>	

Each profile must be accompanied by the following undertaking from the staff member:

(Alternatively, a separate undertaking with the same format as below with all the names of the proposed profiles should be provided)

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature:

Date:

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

Suggestions on Changes to Contract Clauses

(Company letterhead)

[Date]

To
Joint Director (CCTNS)
National Crime Records Bureau
NH – 8 Mahipalpur
New Delhi – 110037

Sub: Changes to the Contract Clauses

Sir,

1. We request you to consider the following changes to the Contract Clauses:

S. No.	Page Number	Section / Para No.	Original Text	Suggested Change	Reason for Change
1					
2					
3					
4					

Yours faithfully,

Authorized Signatory
Designation

A VII-2. FORMATS FOR THE COMMERCIAL BID RESPONSE

Commercial Proposal Cover Letter

(Company letterhead)

[Date]

To

Dear Sir,

Ref: RFP for Selection of Successful bidder for the Implementation of NAFRS in NCRB

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

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

We undertake, if our proposal is accepted, to the services as put forward in the RFP or such modified requirements as may subsequently be agreed mutually by us and NCRB or its appointed representatives.

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

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

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

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

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

Dated this Day of 2018

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of SUCCESSFUL BIDDER

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date

(Seal here)

Form 1 – Pricing Summary

S. No.	Description	Total Price (INR)	Taxes and Other Duties**	Total Amount (INR)
CAPEX				
	<ul style="list-style-type: none"> • Centralised AFRS solution capable to take the complete load of all police stations, Courts, State Police etc. • Configuration of virtual partition for States, CPOS and other offices, Customization and Extension of AFRS • Data Replication from State AFRS, Integration CAS-centre, CAS-State, Talash, Immigration Visa and Foreigner’s Registration & Tracking (IVFRT), ‘Khoya- Paya’ and other agencies • IT infrastructure at the Data Centre including the necessary hardware, software and other networking components. • IT infrastructure at Disaster Recovery Centre including the necessary hardware, software and other networking components. • Analytics software • Third Party Audit and other charges connected with Acceptance Test • Capacity Building • Any other components 			
A	Sub-total for Services Provided During Implementation Phase :			

Services Provided During Post Implementation Phase (OPEX) (Warranty services, handholding, capacity building etc.)				
	Year 1			
	Year 2			
	Year 3			
	Year 4			
	Year 5			
B	Sub-total for Operational Costs Provided During Post Implementation Phase			
	Grand Total for Consideration of L1 (A + B)			

***Service Tax/ Any other tax are to be quoted by the Bidders as per actual rates prevalent on the date of submission. Any fluctuations at a later stage during the contractual period will be As per the terms specified in this RFP.*

A VII-3. Non – Disclosure Agreement (NDA)

[Company Letterhead]

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

WHEREAS

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

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

Purchaser and the Bidder agree as follows

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

3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - a. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
 - b. Is or becomes publicly known through no wrongful act of the Bidder; or
 - c. Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
5. The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights in the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information.
7. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.
8. Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
9. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

10. CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
11. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
12. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

_____(Signature)_____
 (Name of the Authorized Signatory)
 Date
 Address
 Location:

A VII-4. Format for submission of Queries for clarification

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

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

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

A VII-5. Earnest Money Deposit

1. In consideration of _____ (hereinafter called the “Government”) represented by _____, on the first part and M/s _____ of _____ (hereinafter referred to as “Bidder”) on the Second part, having agreed to accept the Earnest Money Deposit of Rs. _____ (Rupees _____) in the form of Bank Guarantee/ FDR/ A/c payee demand draft for the Request for Proposal for development of _____ we _____ (Name of the Bank), (hereinafter referred to as the “Bank”), do hereby undertake to pay to the Government forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding _____ (Rupees _____) and the guarantee will remain valid up to a period of 225 days from the due date of the tender. It will, however, be open to the Government to return the Guarantee earlier than this period to the Successful bidder, in case the Successful bidder does not qualify for the commercial negotiations by the Commercial Negotiations Committee (CNC) as constituted by the Government after a recommendation is made by the CNC on the bid(s) after an evaluation.
2. In the event of the Successful bidder withdrawing the tender before the completion of the stages prior to the Commercial negotiations or during the Commercial negotiations, as the case may be, the Guarantee deposited by the Successful bidder stands forfeited to the Government. We also undertake not to revoke this guarantee during this period except with the previous consent of the Government in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.
3. No interest shall be payable by the Government to the Successful bidder on the guarantee for the period of its currency.

Dated this _____ day of _____ 2018

For the Bank of _____
(Agent/Manager)

A VII-6. Bid Cover Letter

[Cover Letter]

[Date]

To,

<<Address to be added>>

Dear Sir,

Ref: RFP for Selection of Successful bidder for Implementation of CCTNS AFRS in NCRB

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

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

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to NCRB is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

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

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

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

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

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

Dated this Day of **2018**

(Signature) (In the capacity of)

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

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

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date:

Signature:

(Company Seal)

(Name)

A VII-7. Performance Bank Guarantee

[Date]

To,

Ref: Request for Proposal (RFP): AFRS Project

Dear Sir,

Sub: PERFORMANCE BANK GUARANTEE for NCRB, Government of India

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as "Contract") with you (XXX, NCRB, GOx) for xxxx.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favor for an amount INR XXX (Rupees XXX only), and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount INR XXX (Rupees XXX only), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms

and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of the period 'Go-Live' + 60 months, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the period 'Go-Live' + 60 months for the total solution as per said Contract.

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

We hereby expressly waive all our rights to pursue legal remedies against NCRB.

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

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

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

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

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or

absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount INR XXX (Rupees XXX only) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

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

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed amount INR XXX (Rupees XXX only);

This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Go-Live' + 60 months for the Total Solution as per contract; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date) i.e. completion of the period or 'Go-Live' + 60 months for the proposed system in Design, Development, Implementation, Operation and Maintenance of the solution for <<Nodal Agency's Name>>.

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

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

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

Dated this day 2018.

Yours faithfully,
For and on behalf of the
Bank,

(Signature)
Designation
(Address of the Bank)

Note:
This guarantee will attract stamp duty as a security bond.

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