

Ministry of Home Affairs



सत्यमेव जयते

Request for Proposal

For Selection of Agency For
Development & Implementation
of
National Registry of Sexual
offenders



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

Blank Page



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

Contents

1	Disclaimer.....	5
2	Definition & Abbreviations	7
3	RFP Issuing Authority	13
4	Important Dates.....	14
5	RFP Structure	15
6	Project Overview.....	15
7	Stakeholders	17
8	Scope of Work.....	18
9	Auditing.....	54
10	Training.....	54
11	Onsite handholding	56
12	Project Timelines.....	58
13	Roles & Responsibilities	59
14	Tender Document Fee.....	62
15	Earnest Money Deposit (EMD).....	62
16	Bidder's Conference	63
17	Responses to Pre-Bid Queries and Issue of Corrigendum	63
18	Amendment to RFP	63
19	Submission of Proposals.....	64
20	Bid Validity.....	65
21	Bid Opening	65
22	Bid Evaluation Process	71
23	Award Criteria	82
24	Notification of Award	82
25	Signing of Contract	83
26	Performance Guarantee.....	84



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

27 Governing law and dispute resolution84



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

1 Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of (MHA), or any of its employees or advisors, is provided to Bidders on the Terms and Conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by MHA to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

This RFP may not be appropriate for all companies, and it is not possible for MHA, its employees or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depend upon interpretation of facts. The information given is not an exhaustive account of requirements and should not be regarded as a complete or authoritative statement of facts. The specifications laid out in this RFP are indicated as the minimum requirements whereas the bidders are expected to focus on the objectives of the project and formulate their solution offerings in a manner that enables achieving those objectives in letter as well as spirit.

MHA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion expressed herein. MHA, its employees and advisors make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

MHA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

MHA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that MHA is bound to select a Bidder or to appoint the Selected Bidder, as the case may be. MHA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MHA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and MHA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.



2 Definition & Abbreviations

1. **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / bidder’s Team by virtue of this Contract that:
 - a. Is by its nature confidential or by the circumstances in which it is disclosed confidential OR
 - b. Is designated by the disclosing party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this contract.
2. **“Contract”** means the Agreement entered into between “Ministry of Home Affairs (MHA)” and the “System Integrator (SI)” as recorded in the Contract form signed by “MHA” and the “SI” including all attachments and Annexes thereto, the Bid and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time: “MHA” shall mean Ministry of Home Affairs and shall include its legal representatives, successors and permitted assignees.
3. The **“System Integrator” (SI)** means the company with whom the order has been placed for providing services as specified in this tender/contract and shall be deemed to include the bidder's successors, representatives (approved by MHA), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
4. **“Parties”** means MHA and the SI and **“Party”** means either of the Parties.
5. **“Service”** means facilities/services to be provided as per the requirements specified in this Bid document and any other incidental services, such as installation, implementation, maintenance, and provision of technical assistance and other such obligations of the bidder covered under the contract.
6. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or scanned or computer generated archives.



7. **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
8. **“Site”** means NCRB premises for the purposes of the contract wherein the operations/services/facilities as specified in the scope of work are to be provided/ carried out.
9. **“The Contract Price / Value”** means the price payable to the bidder under the Contract for the full and proper performance of its contractual obligations.
10. **“Bidder”** shall mean an Individual Company registered under the Companies Act 1956 or a Consortium of companies registered under the Companies Act 1956 consisting of not more than two companies as defined in this document which participates in the Bidding process.
11. **“Prime Bidder”** shall mean the company heading the Consortium which shall interface with the Government on behalf of Consortium, for the successful execution of the project for the entire agreement period.
12. **“Bill of Material”** or **“BoM”** means the bill of material provided by SI in its Proposal, stating the prices and the quantity of the materials to be procured by the SI (on behalf of MHA) in pursuant to the specifications more elaborately stated in RFP.
13. **“Data”** shall mean any record of any matter or thing tangible or intangible, factual, fictitious or imaginary, hypothetical or abstract, known or unknown, accurate or inaccurate provided by Stakeholders to SI and includes any thought, form or substance, or knowledge proposition or opinion supplied or recorded by man or machine and prepared, stored or transmitted in computer readable form and shall include information.
14. **“Equipment”** means the computer hardware, machinery and other tangible equipment used for the Project, pursuant to the Contract.
15. **“OEM”** or **“Original Equipment Manufacturer”** means the original manufacturer and owner of the Intellectual Property Rights of any Third Party Software or Equipment to be used in the Project and to which MHA has been granted unlimited license to use.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

16. **“Updates”** means but is not limited to a minor change, Modification, Customization made to the Software by SI or OEM so as to incorporate ‘bug fixes’ , or improve the existing technology, features or functionality.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

17. Abbreviations

S. No.	Acronym	Full Text
1.	AMC	Annual Maintenance Charges
2.	CCTNS	Crime and Criminal Tracking Network and Systems
3.	CFPB	Central Finger Print Bureau
4.	CID	Crime Investigation Department
5.	CMMI	Capability Maturity Model Integration
6.	CS Division	Centre State Division
7.	DCRB	District Crime Records Bureau
8.	EMD	Earnest Money Deposit
9.	ETL	Extract, Transform and Load
10.	FAQ	Frequently Asked Questions
11.	G2C	Government to Citizens
12.	G2G	Government to Government
13.	IPC	Indian Penal Code
14.	ITIL	Information Technology Infrastructure Library
15.	ITP	Immoral Traffic Prevention Act
16.	LAN	Local Area Network
17.	MHA	Ministry of Home Affairs



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

S. No.	Acronym	Full Text
18.	MS	Microsoft
19.	MTBF	Mean Time Between Failure
20.	NAFIS	National Automated Fingerprint Identification System
21.	NCRB	National Crime Records Bureau
22.	NRSO	National Registry of Sexual Offenders
23.	O&M	Operations and Maintenance
24.	OEM	Original Equipment Manufacturer
25.	OS	Operating System
26.	PM	Preventative Maintenance
27.	PoA	SC/ST Prevention of Atrocities Act
28.	POCSO	Protection of Children from Sexual Offences Act
29.	PQ	Pre-Qualification
30.	PSU	Public Sector Undertaking
31.	QCBS	Quality and Cost Based Selection
32.	RFP	Request For Proposal
33.	SCRB	State Crime Records Bureau
34.	SI	System Integrator
35.	SLA	Service Level Agreement



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

S. No.	Acronym	Full Text
36.	VPN	Virtual Private Network



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

3 RFP Issuing Authority

Project Title
Development & Implementation of National Registry of Sexual offenders
RFP Issuer
Joint Secretary (CS) Ministry of Home Affairs (MHA), Government of India National Stadium, India Gate, New Delhi – 110002
Contact Person
Joint Director (CCTNS) National Crime Records Bureau, Ministry of Home Affairs (MHA), Government of India NH-8, Mahipalpur, New Delhi - 110037
Tel: 011-26735450
Email: nrso@ncrb.nic.in



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

4 Important Dates

Event	Date
RFP floating	13-May-18
Bidder's conference	28-May-18, 11:00 AM
Amendments to RFP upload	04-June-18
Bid Submission Start	05-June-18
Queries Submission Start	05-June-18
Queries Submission End	12-June-18, 03:00 PM
Pre-Bid Meeting	12-June-18, 11:00 AM
1st Corrigendum Publication	22-June-18
2nd Corrigendum Publication (If required)	28-June-18
Bid Submission Closing	20-July-18, 03:00 PM
Pre Q Opening	21-July-18
Technical Bid Opening	Shall be intimated later
Price Bid Opening	Shall be intimated later

For any clarification please contact the issuing authority mentioned in the above section.



5 RFP Structure

This Request for Proposal (RFP) document for *Development & Implementation of National Registry of Sexual offenders* comprises of the following:

MHA through this Request for Proposal (RFP), seeks to select a System Integrator, with relevant experience and capabilities to design, procure/develop, supply, implement, operate and maintain Development & Implementation of National Registry of Sexual offenders, as described in this RFP. The content of this RFP has been documented in the view of publishing high level project requirements.

Post Bidder's Conference, additional sections like General Terms & Conditions, Service Level Agreements, acceptance criteria, payment schedule and MSA etc. shall be published.

6 Project Overview

Sexual Offences committed against women and children have been there in the country since long, however sudden spurt in such crimes is seen in majority of states/UTs since 2011. According to the data collected by NCRB from States/UTs rape cases have increased from 24206 cases in 2011 to 38947 cases in 2016 and similarly cases of criminal assault to outrage the modesty of women have increased from 42968 cases in 2011 to 84746 cases in 2016. A total of 36022 cases were registered in different sections of POCSO Act, 2012 in 2016.

A new dimension to the sexual offences in the country is the increasing involvement of juveniles in the commission of sexual offences.

Sexual offences have a deep psychological impact on victims and their family and hence are one of the most heinous offence imaginable.

Sexual Offenders

"Sexual Offender" and "Sexual Offences" have not been specifically defined under any existing penal law(s). Under the objective of "The Protection of Children from Sexual Offences Act, 2012" it is mentioned that it is an Act to protect the children from offences of sexual assault (includes rape), sexual harassment and pornography. Hence all the above categories of offences can be taken as "Sexual Offences" and the Person(s) committing these offences are taken as "Sexual Offenders"

Sexual Offenders are a heterogeneous group which sprawl across gender, religion, caste, age etc. Majority is composed of men; however a small percentage of offenders are also women. Most importantly there could be a probability of recidivism also in such cases.

Need for National Database and the Profile of Sexual Offenders



a. International Paradigm

A sex offender registry is a system in various countries including Australia, Canada, New Zealand, the United States, South Africa, the United Kingdom and the Republic of Ireland, designed to allow government authorities to keep track of offenders mainly convicted offenders after they have completed their criminal sentences. In few countries sex offender is required to register himself accompanied by residential address notification or are subject to additional restrictions like being in presence of underage persons (minors), living in proximity to a school or day care centre etc. Those on parole or probation may be subjected to restrictions that do not apply to other parolees or probationers. The United States is the only country with a registry that is publicly accessible; all other countries sex offender registries are only accessible to law enforcement agencies.

Sex Offender Registries are generally maintained under offence based or risk based criteria

b. Indian Scenario

In India seeing the increasing trend of sexual crimes specially against children exhibiting highest level of bestiality and barbarity in commission of crime since 2012 (evidently in cases such as Nirbhaya Rape case of 2012 and more recently the Kathua Rape Case), notoriety of the sexual offender behaving with impunity, there have been series of deliberations & outrage across the country which finally culminated into the decision by the Central Cabinet to establish a National Registry of Sexual Offenders and strengthening of investigation and prosecution and fast tracking of cases.

It has been decided that a country wide database of Sexual Offenders has to be prepared which would contain the records of "Arrested and Charge sheeted" and "Convicted" Sexual Offenders. The Information on "Arrested and Charge sheeted" Offenders shall be available only for Law Enforcement Agencies, whereas the Data for "Convicted" Offenders shall be made accessible to public as well and would be in a searchable format, upon various parameters such as, State, District, Police Station , Modus Operandi etc.

CCTNS

Police Station across India are using CCTNS as their primary automation system any data which is recorded at police station level is through CCTNS Core Application System respective states. This data is primarily stored at various State Data Centers, to which Police Stations are connected. The data is propagated along two basic modes, first is online entry and the second is through Synchronization Utility (in case of Police Stations having network issues or TNF sites).



Data of each state is replicated to National Data Centre via Native Database replication it contains all the relevant information related to the proposed system, all this data is available in multiple replication instances and would be required to be aggregated.

Tentative Integration Process

The Data which is stored in replica instances would have to be extracted and loaded on to the new schema, it is recommended to approach this integration in batch mode for the existing data and thereafter a data pipeline should be setup for incremental data update from NDC Replicas to the proposed system.

Thereafter this data would have to undergo manual classification at the level of District/State Nodal Officers before being published. During the stage of manual classification any deficient and required information shall also be updated by the respective police stations on the instruction of District Nodal Officers.

7 Stakeholders

7.1 National Crime Records Bureau (NCRB)

NCRB shall be the primary operational agency of the system and would be maintaining and managing the system, any day to day issues reported by the users etc. shall be resolved by the Vendor agency selected for O&M phase.

7.2 State Police

State Police forces shall ensure that the SOP's for entering data in case of sexual offences are followed properly and the data gets, synced/entered onto the state data centre of CCTNS, thereafter they should ensure that the real time replication is continuously operational and data is in sync between SDC and NDC. There shall be nodal officers nominated by state at District Levels and State Level, who shall conduct the operational Monitoring of the System.

7.3 Public

General Public would be able to search and retrieve records for various convicted offenders, these records shall be searchable on the basis of Region, Police Station, etc.

7.4 Other Agencies

All the other agencies can be provided access to the System for records of "Arrested and Charge sheeted" offenders on demand, the modalities can be decided upon request after due approval from the competent authorities.



8 Scope of Work

The scope of work will encompass the following:

- a) Development & Implementation of National Registry of Sexual offenders Application(s)
 - a. To study global best practices and make recommendations for:
 - i. Creation and maintenance of National Registry of Sexual offenders
 - ii. Simple and user friendly information availability to Citizens
 - b. Integration of National Registry of Sexual offenders Application with CCTNS Application
- b) Procurement and implementation of required Servers, storage, system software & licenses at MHA premises:
 - a. Production servers, storage at NCRB, New Delhi
 - b. Disaster recovery servers, storage at NIC data Center Pune
- c) Application Helpdesk
- d) Users Training and handholding
- e) Operations & Maintenance of National Registry of Sexual offenders Application
- f) Operation & Maintenance of Production servers, storage including disaster recovery components

8.1 Development & Implementation of National Registry of Sexual offenders Application(s)

At a high level, the indicative requirements are mentioned below:

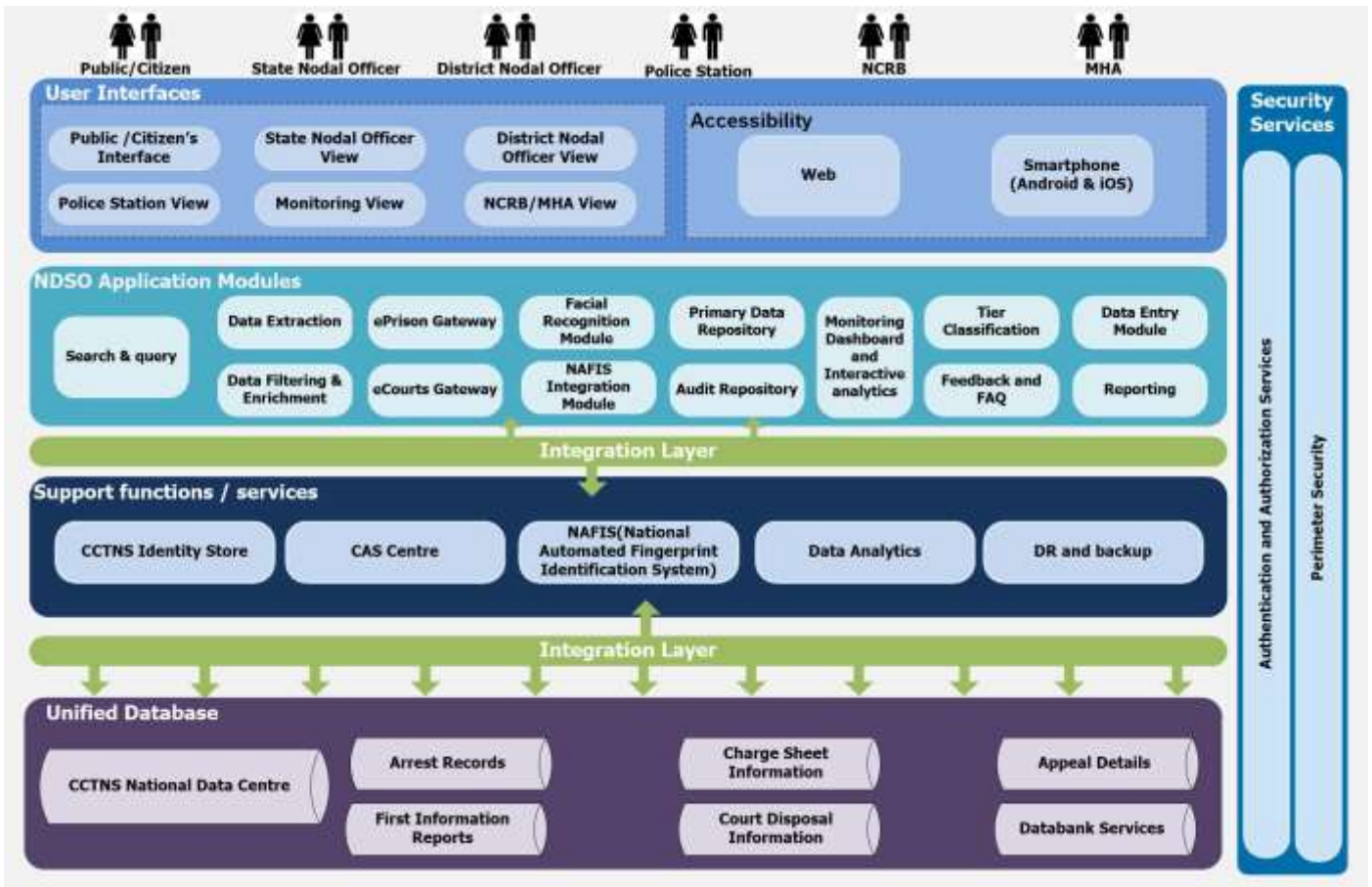
8.1.1 Study of International best practices

System Integrator is required to study International best practices of 5-6 leading Nations, who have created such of National Registry of Sexual offenders. SI shall be required to study and submit recommendations for implementation.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

8.1.2 NRSO Indicative Architecture



Note: The above depicted logical architecture is a high level representation only. The implementing IT agency shall add to the logical architecture to meet the requirements of solution.

The Logical Architecture Vision is a conceptual model depicting the enterprise architecture of the new centralized portal and application modules. It consists of following layers, namely:

1. Layer 1: **Users Interfaces**– The user layer comprises of the various users involved in Claim Processing & support activities.





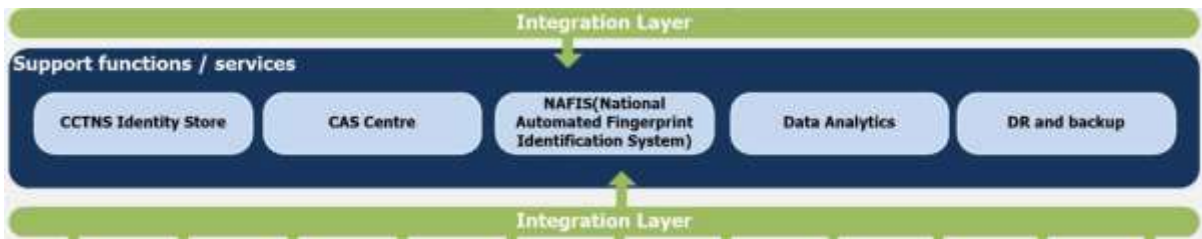
- 2. Layer 2: **Accessibility** – This layer comprises of the various interfaces/ channels that would allow the users to access one or more services/ applications. There shall be a single point of access for related functions that the user intends to use.



- 3. Layer 3: **Applications**- This layer refers to the spectrum of applications which will be used to serve the needs of implementing paperless environment and to give enhanced services to the users on secured, reliable and transparent environment. These applications would be supported on various platforms, including mobile.



- 4. Layer 4: **Service integration layer**- refers to the integration layer which will act as a bridge between the service and applications layer. It will expose the services in the architecture in a consistent manner while enabling services to be implemented in a variety of technologies.



- 5. Layer 5: **Services**- The service layer consist of services which shall be used by any application





Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

6. Layer 6: **Data and business integration layer**- refers to the integration layer which will act as a bridge between the service and data layer. It will provide a consistent way of interacting with enterprise data along with a coherent strategy for sharing data across systems. This layer is key to achieving the goals of the data layer, i.e. logical consolidation and access to data by domain
7. Layer 7: **Data layer**- refers to the databases of NRSO Application which will be populated/ referred to by the various applications/ services. It illustrates the idea of enterprise data (not departmental data or departmental extensions to enterprise data) and how it should be logically visible and consolidated by data domain. This does not imply that, for example, all data must be physically located in the same database, or managed by the same system, but that there are coherent set of rules for locating, a unified view of, and a standard way to access the data.



8. Layer 8: **Security services** – the layer, while being conceptually similar to other types of services has been shown separately because it has a significant impact across levels within the architecture. It shall provide secure access and control to data, services, applications and user interfaces.



Network accessibility for stakeholders:

- All users shall access NRSO application using internet connectivity at their end



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

8.1.3 Indicative List of To-Be Services

8.1.3.1 Services to Citizens (G2C)

S. N.	Service	Service Type (Information/Transaction)	Mode of Service
	Citizen Centric Services		
1.	Search and View	Information	Web Portal, Mobile Application
2.	Address Based Spatial Visualization	Information	Web Portal, Mobile Application
3.	Citizen tip (Sharing of information by citizens on sexual offenders)	Transaction	Web Portal, Mobile Application
4.	Reporting of Suspected Activities, Uploading of photographs/videos	Transaction	Web Portal, Mobile Application
5.	Citizen Feedback	Information	Web Portal, Mobile Application

8.1.3.2 Services to State/District Nodal Officers (G2G)

S. N.	Service	Service Type (Information/Transaction)	Mode of Service
	State/District Nodal Officers		
1.	Search and View	Information	Web Portal, Mobile Application
2.	Tier Classification (Offender Classification)	Transaction	Web Portal, Mobile Application
3.	Facial Recognition Search	Transaction	Web Portal, Mobile Application
4.	NAFIS (CFPB - NCRB) Search	Information	Web Portal, Mobile Application
5.	eCourt Status	Information	Web Portal, Mobile Application



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

S. N.	Service	Service Type (Information/Transaction)	Mode of Service
6.	ePrison Status	Information	Web Portal, Mobile Application
7.	Deficient Information completion	Transaction	Web Portal, Mobile Application

8.1.3.3 Services to NCRB/MHA users (G2G)

S. N.	Service	Service Type (Information/Transaction)	Mode of Service
	NCRB/MHA Users		
1.	Search and View	Information	Web Portal
2.	Facial Recognition Search	Transaction	Web Portal
3.	NAFIS Search	Information	Web Portal
4.	eCourt Status	Information	Web Portal
5.	ePrison Status	Information	Web Portal
6.	Statistical Reporting	Information	Web Portal
7.	Reporting and Data Analytics	Information	Web Portal
8.	Identity Management	Transaction	Web Portal
9.	Roles Management	Transaction	Web Portal



8.1.4 Web Portal

The Web portal would be created to provide a primary user interface and role based access to various users of the system. It would serve as a primary dissemination point and would have a provision to expose a segment of information to public as well if required.

8.1.5 Composition of Sexual Offenders Registry

8.1.5.1 Records to be maintained

The national sex offenders database shall contain records (including photographs and fingerprints) related to offenders across India who have been

- a. Arrested & Charge sheeted for a Sexual Offence and
- b. Convicted for Sexual Offence

The above categories shall be further subdivided into juvenile offender's list and adult offender's list, and there will be a provision to subdivide the list into various other subcategories such as Pedophile etc. based on flags to be set by District nodal officer

The information shall be stored with respect to each offender for all the cases in which the said offender is arrested or convicted. It will also contain the current status of the offender as updated by the Police Station/District nodal officer.

8.1.5.2 Offences to be covered and Offenders Classification

Offences which are sexual in nature and committed against women or children are to be incorporated in this database. To begin with in **Phase-I** we would be covering all cases under Section 376 of IPC (Rape) & cases under section 4 & 6 of POCSO act.

Cases under Section 67/67A/67B of IT Act 2000/2008, the offences under selected sections of Indian Penal Code (IPC), Protection of Children from Sexual Offences Act (POCSO), Immoral Traffic Prevention Act (ITP) and SC/ST Prevention of Atrocities Act (PoA) as mentioned in 5.1. Offender Classification will be covered in this database in **Phase-II** subsequently;

Offenders who have been arrested and charge sheeted in any of the above sections/acts whether convicted or not, will become part of this database.

8.1.5.3 Offender Classification

There shall be three different classification of sex offenders:

**8.1.5.3.1 TIER-1**

Tier-1 indicates that the person poses low danger to the community and is not likely to engage in criminal sexual conduct for instances cases related to Technical Rape pertaining to elopement, Consensual Sex (with major) etc. The following sections shall be covered under this tier in Phase – I and Phase – II respectively. The data for the offenders lying in this category will be retained for a period of 15 Years from the date of registration of offence and for 25 Years for repeat offenders.

Phase –I	Phase –II
Section 376 of Indian Penal Code (Technical Rape and elopement etc.)	Section 354 including its Subsections(a,b,c,d) & Section 377 of Indian Penal Code

8.1.5.3.2 TIER-2

Tier-2 indicates that the person poses a moderate danger to the community and may continue to engage in criminal sexual conduct. This would contain cases of Rape by known persons, family, Incest etc. The following sections shall be covered under this tier in Phase – I and Phase – II respectively. The data for the offenders lying in this category will be retained for a period of 25 Years from the date of registration of offence and for life for repeat offenders.

Phase –I	Phase –II
Section 376(i) of Indian Penal Code	Sections 3, 4, 5, 6 and 9 of Immoral Traffic Prevention Act
Sections 4 and 6 of POCSO Act where age of victim is between 12 to 18 years	Sections 326A, 326B, 366A, 366B, 370, 370A, 372 & 373 of Indian Penal Code
	Sections 8, 10, 12, 14, 17 & 18 of POCSO Act
	Sections 67, 67A, 67B of Information Technology Act 2000/2008
	Section 3(i)(ix) and Section 3(1)(xii) of Scheduled Castes and Scheduled Tribes(Prevention of Atrocities) Act



8.1.5.3.3 TIER-3

Tier-3 indicates that the person poses a serious danger to the community and will continue to engage in criminal sexual conduct. Crimes habitual offenders, violent criminals and cases related to gang rape, custodial rape, rape and murder, brutalization with rape etc. The following sections shall be covered under this tier in **Phase – I** and **Phase – II** respectively. The data for the offenders lying in this category will be retained for life, and would be liable for removal only after death/demise of the offender.

Phase –I	Phase –II
Sections 376A, 376(2)[a, b, c, d, e, f, g, m], 376C, 376D, 376E, 376AB, 376DA, 376DB of Indian Penal Code	
Section 4 and Section 6 of POCSO Act where age of victim is less than 12 Years.	

8.1.5.4 Aggregation of Other Criminal History

Criminal history of an offender regarding those cases which do not fall under purview of this database(non-sexual offences committed by the sexual offender) also will be integrated under this database as well so that investigating agencies can have a holistic view of the offender for better profiling.

8.1.5.5 Search and Query Module

The Search and Query module would be having provisions to generate reports on various available criteria and to search the registry on the basis of certain predefined parameters (offence-wise, age-wise, State-wise, District-wise and Police Station-wise etc.).

8.1.5.6 Automated Facial Recognition Module

There will be a provision of having a facial recognition module in the system which would run in batch mode to ensure the proper linking of the related records, there would be a validation mechanism for enabling merging of records of the same offender together, for proper oversight and avoiding system errors.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

This Module would be pluggable and can be used as a query engine as well, where in any photograph of a suspect/accused uploaded by any law enforcement agency shall be matched with every available record and report generated.

8.1.5.7 District/ State Nodal Officer

a. The Categorization of Offenders shall be done by a DySP/Addl. SP level officer at the district level (DCRB) and at the SCRB for the State level who will be nominated as a nodal officer and only after this affirmation the record shall be reflected in State/National Level Registry. The District nodal officer would also be mandated to get the information which is deficient but pertinent for the purpose of this registry such as photographs, physical features etc. filled every week.

It will be responsibility of the Nodal Officer to get the information related to Prison (Jail release, Bail and parole details), Courts(Court disposals and Appeals) updated in the system from time to time, the aforementioned information would be entered in CCTNS or can also be directly entered in the newly proposed system

b. State nodal officer (SCRB/CID) will review every month to ensure that all required data is being updated on regular basis.

8.1.5.8 Data Retention Policy

The data for the sexual offenders shall be retained for a period specified in the Tier Definition, the retention policy Tier wise is as follows

- | | | | | | |
|----|----------|---|----------|---|-----------------------------|
| 1. | Tier-I | - | 15 Years | - | On repeat offence, 25 Years |
| 2. | Tier-II | - | 25 Years | - | On repeat offence, for Life |
| 3. | Tier-III | - | for Life | | |

8.1.5.9 Removal/Purging from Database

There shall be provision of removal of the offender from the database after acquittal from the courts or after the expiry of the time period to be decided, such purging shall be flagged automatically by the system by retrieving information from CCTNS , the actual removal shall be done by the District/State nodal officers and there would be provision to retain the record in case the nodal officer is of the opinion that the offender continues to be a threat to the society , even though he is acquitted/or appeal has been filed.

8.1.6 Different Levels of Offender Databases

It is envisaged that multiple levels of databases are to be maintained at Police Station Level, District Level, State Level and National level.



8.1.6.1 Police Station Level Database

Being the primary law enforcement unit, it is pertinent that the records for the sexual offenders are maintained at the police station level.

The system would be role based and each user will be able to see records belonging to their Police Station, they would be required to keep a physical record as well containing the details of the offenders and indexes to their history sheets

8.1.6.1.1 History Sheet and Surveillance

The primary goal of this database is to provide tracking and monitoring of the offenders. In order to better achieve this goal State Police will be requested to keep “History sheets” at Police Station Level on the pattern of rowdy sheet for Tier-II and Tier-III sexual offenders as well. The said history sheet shall be updated from time to time upon changes in status of the offender.

8.1.6.2 District Level Database

In addition to the Police Station Level Database there shall be a record maintained by DCRB for all sexual offenders in their district. The District Nodal Officer would be required to ensure the periodic updating of records across all Police Stations in the district.

8.1.6.3 State Level Databases

There should be a provision for each state to have their own Sex Offenders Database which should ride upon the CCTNS Database, such a registry would enable better tracking of the offenders and MHA may issue a guideline that in addition to National Sex Offender Database, there should be State Level Sex Offender Databases as well.

Such State Level registry would be centrally maintained at NCRB server wherein each State shall have virtual partitions in central server, there would be an option of searching /matching of the data at state level, national level, or selected state level so that the search and query facility may be adequately utilized.

8.1.6.4 National Level Database

At the National level the NCRB has the mandate to maintain a Sex Offenders Database which would contain information and criminal profile of all the offenders under the category, the data would be aggregated from various States/UTs via CCTNS platform and a separate application including search and analytics engine shall be developed for dissemination of this information.



The database will contain records from the year 2005 onwards as present in CCTNS Platform as the digitization/migration has been taken up from this time frame onwards

8.2 Integration of National Registry of Sexual offenders Application with CCTNS Application

Police Station across India are using CCTNS as their primary automation system any data which is recorded at police station level is done through CCTNS Core Application System of the respective states, this data is primarily stored at various State Data Centers, to which Police Stations are connected, the data is propagated along two basic modes, first is online entry and the second is through Synchronization Utility (in case of Police Stations having network issues or TNF sites).

Data of each state is replicated to National Data Centre via Native Database replication it contains all the relevant information related to the proposed system, all this data is available in multiple replication instances and would be required to be aggregated.

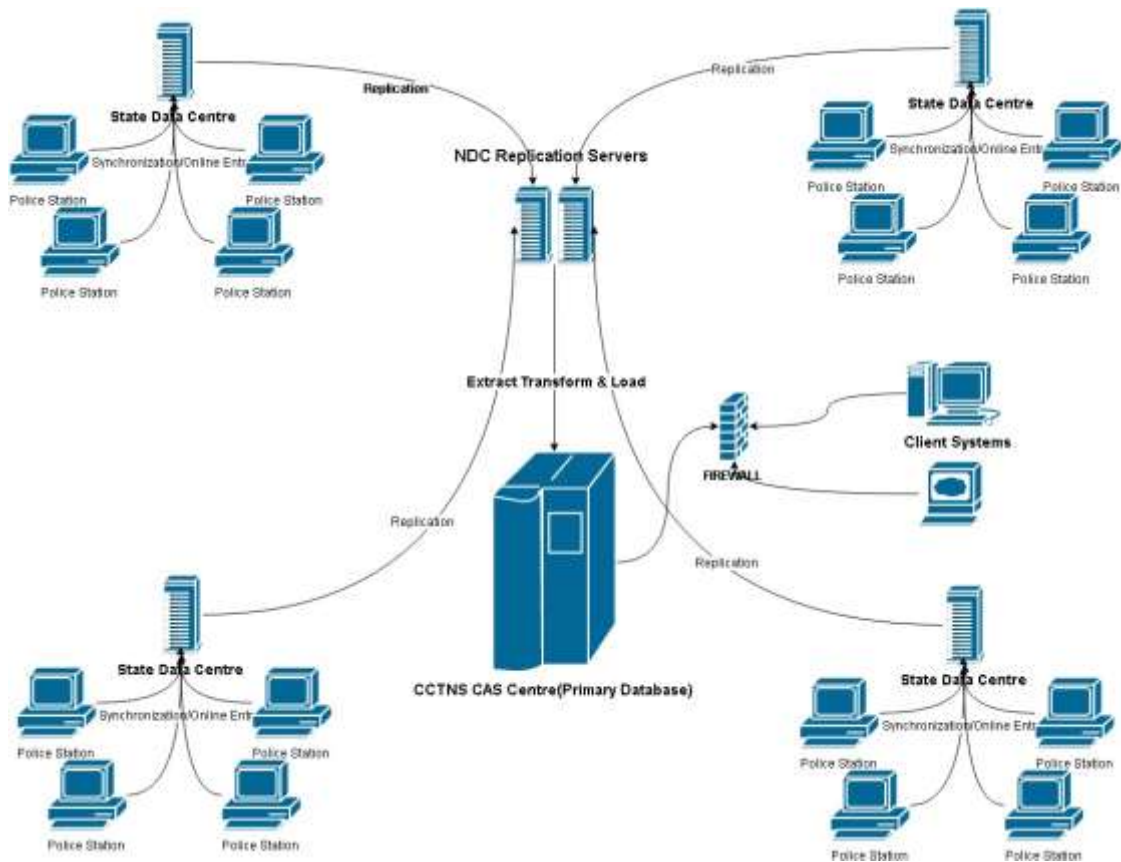


Figure 1 CCTNS Application Architecture

Tentative Integration Process



Data Required by the system is present in CCTNS State Replication Servers, this data has to be aggregated using Extract Transform and Load utilities into the database of the new system.

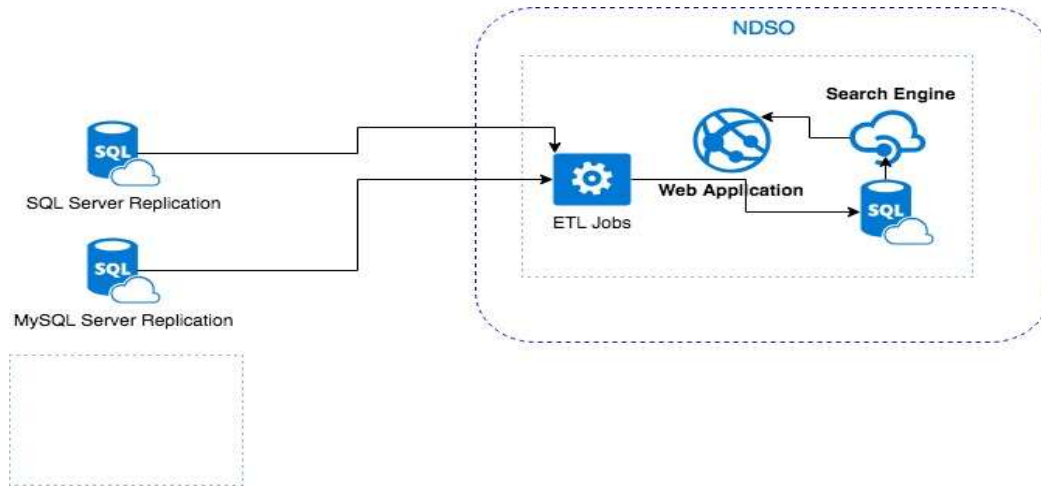


Figure 2 Tentative Data Fetching Mechanism

Thereafter this data would have to undergo manual classification at the level of District/State Nodal Officers before being published, during the stage of manual classification any deficient and required information shall also be updated by the respective police stations on the instruction of District Nodal Officers.

Other Integration Points:

List of integration points to be covered for NRSO application are mentioned below:

1. UIDAI
2. NAFIS (NCRB)
3. ePrisons (MHA)
4. eCourts
5. CDAC Transliteration engine (NCRB)- for transliteration of Offenders' name, Father's name and aliases

8.2.1 Integration with National Automated Fingerprint Identification System (NAFIS)

There has to be a provisioning for taking fingerprints of the accused person at the time of arrest & conviction. A similar functionality is being proposed in phase-II of the NAFIS system, if scanned and uploaded such fingerprints will allow matching and linking of accused at State Level followed by De-duplication and aggregation at National Level. The NAFIS system will also allocate a National Criminal Number to the offender ensuring the unique ID across the system.



8.2.2 Integration with Other Agencies

System will have integration built in with ePrison and eCourts. ePrison integration would help in tracking of current status of the offender, i.e. whether the offender is on bail, serving sentence, released and on Parole etc.

Similarly the integration with eCourts would enable the system to automatically get the status of Offender from Charge sheeted to convict or acquittal or appeal filed etc.

8.3 Infrastructure Procurement and implementation

NRSO Application shall be hosted on premise at its New Delhi NCRB Data Center. Its Disaster recovery components (50%) shall be hosted at NIC Data Center, Pune. Department shall provide space, electrical, cooling facilities at both the locations.

The sizing of various components at both the locations shall be done by SI. The scope of services will encompass the following:

The following shall be made available at two hosting sites by the department:

- a) Floor space
- b) Power
- c) Bandwidth
- d) Civil infrastructure & Air conditioning
- e) Seating space for the SI personnel

System integrator shall provide staff, technical and supervisory, in sufficient numbers to operate and manage the functioning of the NRSO setup with desired service levels.

8.3.1 Hardware and system software

The SI have to procure, install, configure and commission dedicated servers and other hardware and system software components.

DR should be minimum 50% of DC in terms of compute and 100% of DC in terms of storage. The bill of material given as part of this RFP is indicative and minimum requirement only. The SI needs to assess and procure adequate hardware and software, etc. to meet the requirements of this RFP.

The brief scope of work regarding supply, installation and commissioning is as follows:



Request for Proposal For Selection of Agency For

Development & Implementation of National Registry of Sexual offenders

Scope	Key elements
Infrastructure Requirements Study & Finalization of BoM	SI shall perform a detailed assessment of NRSO system requirements discussed in the RFP, users, and transactions and assess the Infrastructure requirements for operationalization of the NRSO system and to provide the services in conformance with the SLA and growth in transactions during the project life cycle.
Procurement of IT Infrastructure	<p>The SI shall procure & supply the IT Infrastructure for NRSO system based on its needs assessment and Bill of Material quoted in the proposal. The SI shall ensure that all the equipment supplied to the MHA is brand new and is free of any defect of any sort.</p> <p>All items should be procured and delivered in the name of NCRB.</p> <p>The IT infrastructure supplied by the SI may be subjected to a BoM audit to be carried out independently by MHA at their own cost. Any gaps found out in such audits or otherwise shall be addressed by SI at no additional cost.</p>
IT Infrastructure installation and commissioning	The SI shall be responsible for installation and commissioning of the infrastructure at DC, DR site.
System software	The SI shall be responsible for installation and commissioning of all System software: Virtualisation, Virtualisation Manager, Site recovery, Operating system.
EMS, Security software	The SI shall be responsible for installation and commissioning of Security software.

All products should be supported by back to back support from OEM (for the products where SI is not the OEM) for the entire duration of the project.

Based on the current data, the envisaged number of transactions in the NRSO solution is as follows:

Transaction details	
Indicative number of transactions	new records: 35,000/ Year



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

Transaction details

Legacy records

4.5 lakh

SI need to size Compute (Servers) and associated System software licenses in two parts. The delivery of Compute and associated System software licenses shall be done as per Project Timelines provided later in this document in following two Phases:-

a) Phase-I:

1. Delivery of 100% production environment components: Server, storage, system/ other software licenses

b) Phase-II:

Delivery of DR components: Server, storage, system/ other software licenses

8.3.2 Security

The security solution shall be implemented in the following layers of the architecture:

1. Perimeter
2. Web
3. Application
4. Database
5. Hardware security module

The SI's responsibility would be to implement Security solutions. The security measures adopted must be of wide range and of high quality, to create confidence in the systems security and integrity. The system must be protected against deliberate or accidental misuse that might cause a loss of confidence in it or loss or inconvenience to one or more of its users.

Level of Security

1. Network and Perimeter Level
 - a) SSL VPN (for traffic coming through internet)
 - b) IPS
 - c) Firewall



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

- d) Antivirus Solution
- e) HIPS
- 2. Web/Application Level
 - a) Authentication and Role based access to content and services.
 - b) Directory services for maintaining user profiles and roles.
 - c) Password Management & Protection
 - d) Logging of Events with Reporting
 - e) Web application firewall
- 3. Database Level
 - a) Authentication
 - I. Trusted context passed from application server
 - II. User Authentication using OS authentication.
 - b) Authorization
 - I. Different levels of permission to define access control.
 - II. Label Based Access Control can be defined to provide row level and column level control.
- 4. Protect database and backups
 - a) Internal encryption of user ID and password,
 - b) Column level encryption,
 - c) Support of external encryption over SSL
 - d) Database Masking
 - e) Integrating Controls



5. Auditing

Generate and maintain audit trail of database events to monitor any unwanted data access

6. Log Shipment

All App Server, Application & Database logs should be regularly shipped on another server in a secured zone

8.4 Central Helpdesk

The Helpdesk service will serve as a single point of contact for all Application and associated hardware and related incidents and service requests. The operational support will have to be provided, through a suitable Helpdesk system, to ensure that the solution is functioning as intended and that all problems associated with operation are resolved satisfactorily.

- The system integrator shall establish and provide central IT helpdesk facility from MHA premises in New Delhi.
- The System Integrator is expected to setup and operate the IT Helpdesk during the entire period of project from starting of O&M phase.
- The Helpdesk shall operate in 3 shifts a day.
- The Helpdesk service is required in Hindi & English language.

SI is required to provide necessary channels for reporting issues to the help desk. The incident reporting channels could be the following:

- I. Specific E-Mail account
- II. Required phone lines, seating arrangement and electricity will be provided by MHA free of cost to SI. SI needs to provision for converting these two phone numbers into multiple lines as required and also provision for any other hardware / software required for the same.
- III. Portal – A web based functionality for service desk tool for registering the calls
 - a) Implement a call logging system in line with the severity levels as per the SLAs.
 - b) Creation of knowledge base on frequently asked questions to assist user in resolving basic issues themselves.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

- c) Services in this area include, but are not limited to, the following:
- I. Logging all the calls, classifying the calls and render first level support
 - II. Assigning the call for appropriate action, within the stipulated time.
 - III. Tracking the call till closure and ensure SLA adherence by service providers and vendors.
 - IV. Generate reports on a daily, weekly and monthly basis. Generate exception reports.
 - V. Provide the need-based ad-hoc reports.
 - VI. Interact with MHA
 - VII. Ensure adherence to escalation processes.
- d) SI shall bring his services desk tool at no additional cost to MHA. Vendor will integrate this tool with Enterprise Management system for auto ticket generation, call logging from users and tracking till resolution. The service desk tool should track SLAs as mentioned in this RFP. The service desk tool shall be
- I. Complies with ITIL compliant service delivery.
 - II. Service desk should track & record help desk jobs. (Monitor Helpdesk effectiveness in real-time)
 - III. Should have basic features for call management such as below,
 - Update & close jobs / Tickets.
 - Place jobs / tickets on “Hold”
 - IV. Ticket auditing facility should be provided by the “Service Desk tool”. (Will give a history of the ticket)
 - V. Assign priorities to Jobs / Tickets. (This should assign as per the seniority & aggraded SLA model)
 - VI. Specify & track target job completion status based on various factors as, Dates, Priority, etc.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

- VII. Services desk tool should have capability to categories the jobs as per the structure of a problem ex: Server related problem should assign to hardware team.
- VIII. Service desk should have a “SLA” mapping / monitoring & tracking feature. (When a ticket is raised, Target Helpdesk calculates the most relevant service level agreement according to the issue and any asset identified)
- IX. Service desk should record time duration spent on each ticket.
- X. Service desk tool should define unlimited number of end-users.
- XI. Service desk should have a facility to restrict specific functionality to certain operators.
- XII. Service desk tool has to have inbuilt “Escalation Matrix” which help for the notification purpose to operators & users about their tickets.
- XIII. The proposed tool should maintain Asset information.
- XIV. The proposed tool should have a facility to link files (error, log files) to help desk tickets.
- XV. The monitoring tools employed by the bidder shall be able to generate automated trouble tickets in an event of faults or threshold violations and escalate the same to predefined set of people across the organization and third party vendor. The ticket needs to be automatically closed as soon as fault is resolved.
- XVI. A unique Trouble Ticket Number should be created and assigned for any fault and using the same unique no. the history of call resolution and current status must be track-able.

e) SI need to provide the following minimum number of resources as Helpdesk agents

Application Helpdesk	2 Resources X 3 shifts X 365 Days



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

f) The SI will also submit an escalation matrix to MHA on the procedure for resolution of different types of issues/error/bugs and implement the same

g) The helpdesk agents deployed by the SI should have the following minimum criteria

Name	Job description	Skill set
Helpdesk Agents	Providing assistance to callers and assist in trouble shooting	<ul style="list-style-type: none">• Graduate in any discipline• At least three (3) years of experience in Technical Support (software, hardware, network, etc.) , Training & Handholding
		<ul style="list-style-type: none">• Good knowledge of computer (MS Office, Word, Excel and Power Point) and Networking/LAN/Hardware functions
		<ul style="list-style-type: none">• Good communication skills (oral as well as written)
		<ul style="list-style-type: none">• Good understanding of the components of NRSO solution
		<ul style="list-style-type: none">• Fluent with English and Hindi

8.5 Operation & Maintenance of Production servers, storage including disaster recovery components

8.5.1 High-level Scope for Operations and Maintenance

As part of the operations and maintenance services, the SI shall provide support for the software, hardware, and other infrastructure that are in the scope of this RFP. SI shall provide comprehensive support that includes

- a) Application Software maintenance and support
- b) Warranty support for all the hardware procured as part of this RFP (including back to back support where OEM is offering the same)
- c) Operations and maintenance services for the infrastructure supplied and commissioned by the SI for the solution at the two DC sites from the MHA premises



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

- d) Central Helpdesk from MHA premises
- e) Periodic reporting

8.5.2 Application Software Maintenance and support services

As part of the software maintenance and support services SI shall provide:

- a) The IT Application Maintenance and Support Services shall be provided for all components mentioned in this RFP and as part of Administrative orders / legal obligation.
- b) The SI shall render on-site maintenance and support services (New Delhi, Pune).
- c) The SI shall be required to provide operational & maintenance services for Solution including, but not limited to, production monitoring, troubleshooting & addressing the functionality, availability & performance issues, implementing any system change requests, addressing the incidents/problems raised by the users (via IT Helpdesk) for problems/bugs in the application etc.
- d) The SI shall keep the application software in good working order; meeting the requirements defined by the MHA from time to time based on functional, administrative priorities, perform any changes and upgrades to applications as requested by the MHA.
- e) Tuning of application, databases, third party software's and any other components provided as part of the solution to optimize the performance
- f) SI shall perform (at no extra cost) minor changes, bug fixes, different reports of MHA, error resolutions and minor enhancements that are incidental to proper and complete working of the application.
- g) Release Management for the interim releases of the application
- h) Centralized version and configuration control of the application
- i) Routine functional changes
- j) Any changes to the application code that may be required because of patches to licensed software being used (if any). The SI shall migrate all the current functionality to the new / enhanced version at no additional cost to MHA.



- k) Updating and maintenance of all NRSO project documents (including user manuals, trainings etc.)
- l) Change request management based on feedback from the users or the initiative of the SI. All planned changes to the application, especially major enhancements and changes in functionality post go-live, shall be coordinated within established Change Control Processes.
- m) The SI will define the Software Change Management and version control process and obtain approval for the same from MHA. For all proposed changes to the application, the SI will prepare detailed documentation including proposed changes, impact on the system in terms of functional outcomes/additional features added to the system, etc.
- n) The SI shall address all the errors/bugs/gaps in the functionality offered by solution at no additional cost during the operations & maintenance period.
- o) For performing of any functional changes to system that are deviating from the signed-off Functional Requirements/System Requirements, a separate Change Proposal Form shall be prepared by SI and the changes in the software shall be implemented accordingly at no additional cost to MHA. The time period for implementation of change shall be mutually decided between SI and MHA.
- p) It is clarified that changes in software, hardware and other infrastructure required as a result of any administrative, policy changes in the MHA processes, Changes in workflows shall not constitute change of 'Scope of Work' and need to be undertaken by SI at no additional cost to MHA.
- q) Any changes/upgrades to the software performed during the operations & maintenance phase shall be subjected to the integrated testing by the SI to ensure that the changes implemented in the system meets the desired and specified requirements of the department and doesn't impact any other function of the system. SI shall provide a staging environment for testing of changes/ updates/ patches before applying them on production environment.

8.5.3 O & M for the licensed software

- a) All supplied software should be supplied with applicable OEM warranties and support (including back to back) for the entire duration of the project. During warranty period vendor has to provide updates and patches.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

- b) SI must carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software.
- c) **Updates/Upgrades/New releases/New versions:** The SI shall provide from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required. The SI must provide free upgrades, updates & patches of the software and tools to MHA as and when released by OEM/SI. The SI 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 MHA about the same
- d) SI shall provide and apply regular patches to the licensed software including the software, operating system, databases and other applications.
- e) **Software License Management:** The SI shall provide for software license management and control. SI shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance. SI must 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 MHA any exceptions to SI terms and conditions, to the extent such exceptions are discovered.
- f) SI shall manage complete OEM's technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues. SI shall provide a single point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting.
- g) The SI shall undertake regular preventive maintenance of the licensed software. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / uninstalled, the same shall be done as part of O&M.

8.5.4 Warranty support for the IT hardware

- a) SI shall provide a comprehensive warranty and on-site free service warranty for all the hardware procured as part of this RFP



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

- b) SI shall obtain the product warranty and onsite free service warranty on all licensed software, computer hardware and peripherals, networking equipment and other equipment from the OEMs for the entire duration of the project
- c) SI 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. SI must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.
- d) SI 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.
- e) SI is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP.
- f) During the warranty period, SI shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost to MHA in case the procured hardware or software is not adequate to meet the service levels.
- g) **Mean Time Between Failures (MTBF):** If during agreement period, If any equipment supplied by SI fails for more than 3 times in a quarter OR for a total of more than 8 business hours in a quarter, it shall be replaced by equivalent or higher-level new equipment by the SI at no cost to MHA. However, if the new equipment supplied is priced lower than the price at which the original item was supplied, the differential cost must be refunded to MHA. 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, MHA reserves the right to charge a penalty. SI shall track and report observed Mean Time between Failure (MTBF) for Hardware.
- h) During the warranty period SI shall maintain the systems and repair / replace at the installed site at no charge to either MHA all defective components that are brought to the SI's notice.
- i) The SI shall as far as possible repair the equipment at site.



- j) 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 MHA and will not be returned to SI. In case of faulty storage media, the malfunctioning storage media will not be handed over to SI, this is applicable to all removable media.
- k) Warranty shall not become void, if MHA, any other supplemental hardware from a third party and installs it within these machines under intimation to the SI. However, the warranty will not apply to such supplemental hardware items installed.
- l) SI shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for malware/malicious software, if any, and must maintain proper records at each site for such PM. SI shall submit Quarterly PM Plan to MHA for approval, including any planned shutdown/restricted availability of services. PM envisages all activities required to be undertaken for good upkeep of hardware. Due to lack of preventive maintenance (as prescribed by OEMs), SI shall be responsible for any loss/damages.
- m) SI shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
- n) SI shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
- o) SI 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.
- p) Any component that is reported to be down on a given date must be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the requisite time frame to meet the Service Level Agreement (SLA).
- q) SI shall develop and maintain an inventory database to include the registered hardware warranties.

8.5.5 O&M services for the IT infrastructure Components

- a) 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 SI for the application at the DC site.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

- b) The SI shall provide the MIS reports for all the devices installed at DC site in the format and media as mutually agreed with the MHA on a monthly basis. Whenever required by MHA, SI must be able to provide additional reports in a pre-specified format.
- c) The indicative services as part of this support are as below:
 - I. System Administration, Maintenance & Management Services
 - II. Application Performance Monitoring Services
 - III. Backend Services (Mail, messaging, etc.)
 - IV. Storage Administration and Management Services
 - V. Replication, Backup and Restore Services
 - VI. Security monitoring services

8.5.6 System Administration, Maintenance & Management Services

The objective of this service is to support and maintain all the Systems and Servers provided as a part of this project by SI, and shall include

- a) 365x24x7 monitoring and management of the all the components in the DCs site.
- b) Regular monitoring of all the applications hosted.
- c) Operating System administration, including but not limited to management of users, processes, preventive maintenance and management of servers including updates, upgrades and patches to ensure that the system is properly updated.
- d) Installation and Re-installation of the server and other hardware in the event of system crash/failures.
- e) Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices, etc. to identify vulnerabilities. Necessary Action shall be taken by the SI in accordance with the results of the log analysis. Suitable mechanism has to be maintained for security and forensic related logs or as per requirement IT Act and that of other government regulations issued from time to time.



Request for Proposal For Selection of Agency For

Development & Implementation of National Registry of Sexual offenders

- f) Adoption of policies and procedure, compliances, guideline or international standard as defined by the MHA.
- g) Provide integration and user support on all supported servers, data storage systems, etc.
- h) Troubleshoot problems with web services, mail services, applications software, desktop/server relationship issues and overall aspects of a server environment.
- i) Problems shall be logged in at the Help Desk and resolved as per the SLAs defined.
- j) Manage and monitor server configuration, performance and activity of all servers. Performance optimization and reporting - Process and Memory Management, Monitoring CPU performance, Monitoring Memory performance, Monitoring Input / Output performance, Monitoring Ethernet Traffic, etc.
- k) Prepare and keep up to date document containing configurations of all server, IT infrastructure etc.
- l) Hardening servers in line with security policies
- m) Carry out the DC and DR failure testing and half yearly BCP real drills.
- n) Configuration of server parameters, operating systems administration and tuning
- o) Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of upgrades including migration to higher versions and patches to ensure that the system is properly updated.
- p) Periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measure
- q) Perform Database Administration activities for Database. The SI agrees that all databases of the MHA will be administered as per standards and requirements. The service covers all the databases run on servers / SAN at DCs site including but not limited to:-
 - I. Start-up and shutdown of databases.
 - II. Daily / Weekly / Monthly backup of databases.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

- III. Database recovery when required. iv. Weekly database recovery checks.
- IV. Required logs maintenance as per policies of the MHA.
- V. Disaster recovery as per policies of the MHA.
- VI. Documentation upkeep and records maintenance.
- VII. User account management.
- VIII. ix. Database problem resolution.
- IX. Performance tuning.
- X. Replication of Database from DC to DR
- XI. Replication of Database from DC to DR site.

8.5.7 Backend Services (Mail, etc.)

- a) SI shall maintain and support all the backend services (mail, etc.) implemented.
- b) The SI shall implement and effectively run the mailing service for the users including setting up of working e-mail accounts and mailing lists
- c) Troubleshoot and rectify all email-related problems reported.
- d) Monitoring performance and management of user account, mail boxes, post office and address book.
- e) Management and monitoring mail queues, mail routing of incoming and outgoing Internet mail.

8.5.8 Storage Administration and Management Services

The services to be provided by the SI shall include:

- a) Installation and configuration of the storage system.
- b) Management of storage environment to maintain performance at desired optimum levels.
- c) Management of any changes to database schema, disk space, storage, user roles



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

- d) Identify key resources in the Storage solution.
- e) Identify interconnects between key resources in the Storage solution.
- f) Identify the health of key resources in the Storage solution.
- g) Identify the available performance of interconnects in the Storage solution.
- h) Identify the zones being enforced in the Storage solution.
- i) Create/delete and enable/disable zones in the Storage solution.
- j) Identify the storage volumes in the Storage solution.
- k) Create/delete/modify storage volumes in the Storage solution.
- l) Identify the connectivity and access rights to Storage Volumes in the Storage solution.
- m) Create/delete and enable/disable connectivity and access rights to Storage Volumes in the Storage solution.
- n) To provide off- site storage of production data and NRSO solution on appropriate media at regular intervals as required by MHA.

8.5.9 Backup and Restore Services

The services to be provided by SI shall include:

- a) Backup of storage as per the defined policies.
- b) Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by MHA.
- c) Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
- d) Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
- e) Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets (onsite and offsite).



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

- f) SI shall provide the following data:
 - I. Data at the beginning of phase 1 go-live (post successful completion of data migration)
 - II. There after monthly incremental data of NRSO to MHA in a suitable media.
- g) 365x24x7 support for file and volume restoration requests.

8.5.10 User Profiles and Account Management

- a) Routine functional changes that include user and access management, creating new report formats, and configuration of reports.
- b) SI 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.
- c) The SI shall perform user ID and group management services. The user-id naming & protocol shall be designed and implemented for all the user ids. Such naming convention and protocol shall be signed-off with the MHA.
- d) The SI shall maintain access controls to protect and limit access to the authorized end users of NRSO.
- e) 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 related to NRSO solution.
- f) System administration tasks such as managing the access control system, creating and managing users, etc.
- g) Some of the above may need to be done before the beginning of the O&M phase.

8.5.11 Antivirus Solution Management

- a) SI should ensure overall security of the system including installation and management of Antivirus solution for protection of all the infrastructure at DC site implemented for the project, application of updates/patches, etc. The antivirus patches have to be



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

updated and applied from time to time, after appropriate testing of the patches in the staging area.

- b) Guarding the systems against virus, malware, spyware and spam infections using the latest Anti-virus suites which include anti-malware, anti-spyware and anti-spam solution for each Server Antivirus version and its upgrades. The Anti-virus suite and updates will have to be provided by the SI at regular intervals as and when the new signatures are released by the OEM (centralized updates for all connected client machines). The cost of the software suite shall also be mentioned in the commercial bid. The SI for the purpose of support on new upgrades & patches shall have a back to back arrangement with the OEM from whom the software suite is purchased. The copy of the same shall be submitted to MHA.
- c) The SI shall have the back to back agreement with 24/7 premier support with antivirus OEM, which shall ensure that any critical issues w.r.t. virus/antivirus are addressed within the 24 hrs.
- d) The copy of such agreement shall be provided by the SI to the MHA. Such agreement shall be valid throughout the agreement period.
- e) SI should provide solution to virus alerts when they occur (within 24 hrs) or earlier in case of emergency. SI has to take corrective action in case systems get affected due to virus activity.

8.5.12 Periodic reporting

The SI shall submit the following period reports (but not limited to) to MHA:

- a) Updation of Documentation on successful completion of O&M operations for each quarter
 - I. Regular updation of all policies designed by SI for MHA
 - II. Updated system design documents, specifications
 - III. Latest source code, application deployment files, configuration files for entire solution Software change logs, etc.
- b) Corrective Action report in response to the any audit findings/ other concerns as identified by MHA



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

- c) Monthly report on the central helpdesk centre operations
- d) SLA Monitoring Reports

8.5.13 Dashboard and reporting

The cardinal objective of the proposed system is to provide summarized, timely and accurate information to the top management to aid them in their day to day decision making process as well as for their long term strategic planning. The different modules described above will have the necessary reports / outputs to meet the requirements of the transaction processes. In order to get a holistic view of the entire operation and management of MHA, the top management would be required to access data from different modules and view them in a meaningful way. Hence, on top of all the modules proposed to be developed, a module for the Information System - MIS – is proposed to be built which would present to the top management a summary view of the entire gamut of activities of MHA to enable the effective planning, monitoring, controlling and review of activities of MHA at different levels of the management hierarchy.

The proposed system shall provide extensive reporting options to address the needs of all the levels of management (operations, middle level as well as top management). The system shall provide drill down options and alert facilities for the various levels of management to effectively control, monitor and review MHA operations.

Note: any report which/whose data is residing in the NRSO system / or can be arrived at by using some logic on the available data will not fall/ qualify as change request.

8.6 Estimated Number of Users

Users: Internal	No. of Users & Concurrency
Profile updation – Data entry for deficient Field	15,000 (Police Station Users) Concurrency – 20%
Profile updation – Analysis & Tier Classification	800 (District and State Nodal Officers) Concurrency – 10%.
Search And View	16000 (District and State nodal officers). Concurrency - 2 % 10 (Helpdesk Support Staff) Concurrency 30%
Analytics (Business Intelligence)	10 Users



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

Users: Public	No. of Users & Concurrency
Search And View	10 Requests per second



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

8.7 Indicative Bill of Material

S. No	Work item	Unit	Quantity
A.	Application Development		
1.	Bespoke Software Development	Job (person-month)	
B.	NRSO Application Tools		
1.	Software development Licenses for development Team including Application Server, Database, BPM, etc.	Licenses	As required
2.	System Software ATS (purchase year)	Year	
C.	Database, associated system software, OS and DR Software		
1.	Database - RDBMs	Core	Shall be intimated after Bidder's conference
2.	Database security	Core	
3.	Application server, Web server	Core based	
4.	OS for Application, Database & Mgmt. Server	Lic/Support	
5.	Disaster recovery Licenses - 50%	Lic/Support	
6.	ATS (purchase year)	Years	
D.	System Software		
1.	Virtualisation software for 03 Servers (Hypervisors for Database, Application servers & Misc servers)	Lic/CPU	
2.	Virtualisation Manager Software (Internet & Intranet Zone)	Lic	
3.	Site Recovery Software	Lic/ Server	
4.	Implementation	Job	
5.	System Software Support/AMC (1st Year)		



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

S. No	Work item	Unit	Quantity
6.	Backup solution - As per solution requirement		
E.	Hardware Systems		
1.	Servers with 2X16 cores (Rack) Servers	No	
2.	Server with 6 cores (Rack)	No	
3.	KVM Switch	No	
4.	SAN storage of 06 TB usable	No	
5.	SAN storage of 06 TB (For Local backup site) with UPS	No	
6.	Server Rack - 42U	No	
7.	SAN Switch 24 Port - External Zone	No	
8.	Access switch	No	
9.	Distribution switch 10G	No	
F.	Security Software		
1.	Firewall with SSL VPN	No	
2.	IPS	No	
3.	Application Security	Subscription/ Year	
4.	URL filtering	Subscription/ Year	
5.	Anti-Virus malware and Anti-Spam (for Server & System administration OS) - One time	License	
6.	Anti-Virus malware and Anti-Spam (for Servers OS) - Recurring	Subscription/ Year	
7.	HIPS	Lic	
8.	2 Factor Authentication (token) for Nodal officers	Lic	



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

S. No	Work item	Unit	Quantity
9.	Identity and Access Management (Internal users)	Core	
10.	Web Application firewall	Lic/ Appliance	
11.	HSM	No.	

9 Auditing

System integrator shall be responsible to ensure following audits by STQC/Cert-in empanelled agencies:

1. BOM Audit
2. Application Functional & Security Audit
3. Associated hardware Audit

10 Training

SI needs to conduct the training before Go-Live of each phase separately. The SI needs to carry out the following as part of the training exercise:

- a) Developing the training content - SI shall ensure that the training content is relevant to the target trainees depending upon the role played by them.
- b) The SI shall submit the training content to MHA for approval. It shall be submitted at least 20 days in advance before the conduct of the training. MHA will review and provide comments to SI on the training content within 7 days of the submission of draft training content. SI shall incorporate and implement changes suggested by the MHA in training delivery and content.
- c) Prepare Training Schedule -A detailed training schedule will be prepared by SI after consultation and approval from the MHA. Any update in the training schedule shall require approval by MHA at least 30 days before the conduction of training.



10.1 Training venue and other logistical arrangements

- a) The indicative number of end users to be trained is provided at BoM. The firm number of end users and location wise distribution of these users will be shared by MHA with SI.
- b) Training shall take place as specified in this document.
- c) Cost of Travelling of participants for attending the training will be borne by MHA or the respective state police departments. However, the cost of trainer provided by SI for conducting the training shall be borne by SI.
- d) SI is required to arrange for all equipment, software, hardware, etc. required for the training, at no cost to MHA.
- e) Providing Hard copies of training material to participants shall be responsibility of SI and the cost for the same must be included in the training costs as proposed by bidder in their proposal.

10.2 Identification of Training Participants

MHA shall be responsible for identifying the participants for the training based on the concerned modules going live during a particular phase.

10.3 Circulating pre-training material

SI shall make adequate provision for circulating pre-training material to all the participants at least seven (7) days before the conduction of the training. The pre-training material may be circulated in electronic form and hard copy form to MHA.

10.4 Language for delivery of training

The mode of training delivery shall be in English.

10.5 Types of training

10.5.1 Nodal Officer training

This Training would be for State and District Nodal Officers, this training will include the aspect of data quality, importance of data parameters, instructions for record classification, common System troubleshooting, Issue Resolution system and contacts etc.



10.5.2 End user training

This Training should target the Police Station Users, and should cover the procedure for filling up deficient information, specifying the indicative tiers, Issue redressal mechanism.

10.5.3 System administration training

This training will provide concerned IT staff of MHA/NCRB on all Technologies used at Production Data Center.

10.6 Training Schedule

S. No.	Work item	Locations	Training Duration (Days)	Batches/ day	No. of participants/batch
	State/District Nodal Officer's Training	RPCTC Lucknow	5	2	
		RPCTC Kolkata	5	2	
		RPCTC Ahmedabad	5	2	
		RPCTC Hyderabad	5	2	
	End User Training (NRSO User)	• New Delhi	10	2	
	System Administration & software support training (By OEM)	• New Delhi	15	1	

11 Onsite handholding

As part of the scope of work, the SI needs to provide handholding services for a period of 6 months from the start of O&M phase at the following locations:

1. New Delhi – 2 resources

Handholding resources shall be responsible to assist MHA Users/Administrators to administer the system and introduce them to day to day maintenance activities in addition to general trouble shooting, backups etc.



Request for Proposal For Selection of Agency For

Development & Implementation of National Registry of Sexual offenders

Name	Job description	Skill set
Handholding resource	Providing onsite handholding services	<ul style="list-style-type: none">• BE/B-Tech in Computer Science/IT• At least three (3) years of experience in Technical Support/Training/Handholding/Systems Maintenance etc.
		<ul style="list-style-type: none">• Good communication skills (oral as well as written)
		<ul style="list-style-type: none">• Fluent with English and Hindi



13 Roles & Responsibilities

Given below are the roles and responsibilities of the key stakeholders

13.1 Role and Responsibilities of System Integrator

S. No.	Roles and Responsibilities
1.	Preparation of Detailed Project Plan in line with the overall plan provided in the RFP. The same should be prepared in consultation with MHA.
2.	Procure, install, commission, operate and maintain: a) Requisite hardware & system software at Production Data Center site and other locations as per the requirements mentioned in this RFP b) Meet the defined SLAs for the performance of the system
3.	Implementation of NRSO solution as per the requirements mentioned in this RFP document
4.	Ensure that the hardware and other infrastructure deployed at DC site and other end user locations meets the requirement as mentioned in RFP and is maintained properly to meet the SLAs as defined in RFP.
5.	Keep all system software i.e. OS, antivirus, etc. at Production Data Center site and various locations, up to date by installing regular upgrades / patches.
6.	On-going maintenance support, upgrades and enhancements of the solution (including 3rd party components as applicable)
7.	Setting up and operations of centralized help desk as mentioned in this RFP document and provide necessary support for the resolution of bugs, patches & upgrades of the solution.
8.	Submit documents & deliverables as defined in the RFP
9.	Ensure availability of other infrastructure components for conducting training programs like desktops, projector, training material handouts, etc.
10.	Delivering training to NRSO users and management as mentioned in this RFP document
11.	Periodic testing of readiness of DR center
12.	Recovery in case of failure of DC/DR



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

S. No.	Roles and Responsibilities
13.	During the maintenance phase the responsibility of overall system and version control will continue to be vested with SI only and should not be outsourced.
14.	Provide onsite handholding as mentioned in this RFP document
15.	Maintaining the SLA requirements as mentioned in RFP document
16.	Analyzing & managing system performance, network performance, call logs, etc., as well as providing the means of monitoring the SLA metrics.
17.	Regular backup of the solution data.
18.	Generation of MIS reports as per the requirements of MHA.
19.	Generation of the report for the monitoring of SLAs
20.	Procurement, installation and commissioning of necessary hardware and software and system integration for DC site as mentioned in this RFP document
21.	Providing Help features on the Application Modules that can be used by stakeholders such as Frequently Asked Questions (FAQ), email system, etc. Various tests and audits as mentioned in this RFP
22.	Others as mentioned in this RFP document



13.2 Role and Responsibilities of MHA

S. No.	Roles and Responsibilities
1.	Make necessary support and personnel available to facilitate smooth implementation.
2.	Facilitate interactions of SI with various stakeholders for understanding & capturing interface/integration requirements.
3.	Provide necessary paper documents and data required for system development and data movement
4.	Provide support & personnel required for testing the system during implementation, acceptance, rollout and the O&M period.
5.	Ensure timely signoffs related to any requirement of authorization towards delivery of normal scheduled services as required from SI as part of this project.
6.	Provide power requirements, general facility & infrastructure support, environmental support systems, fire safety appliances & control measures in all locations other than those explicitly stated as the SI's responsibility.
7.	Timely provision of physical space for setting up Production Data Centers and Disaster Recovery Site.
8.	Provide permission/authorization required to carry out project commissioning, O&M, data migration work, and etc. in MHA premises - before, during & after project implementation as may be required.
9.	Establish necessary processes and procedures for entry of all operating personnel and for working on 24x7 timeframe in all facilities that would demand such presence.
10.	Monitoring of overall timelines, SLAs and calculation of penalties accordingly.
11.	Ensuring the staff members and other stakeholders attend the training programs as per the schedule defined by the bidder and agreed upon by MHA.
12.	MHA shall depute dedicated Project Teams to support SI for: <ul style="list-style-type: none">• NRSO Application

*-The references are indicative and the bidder should read the entire RFP document(s) for understanding of roles and responsibilities.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

14 Tender Document Fee

Nil.

15 Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, EMD of Rs. 25 lakhs, in the form of a Account Payee Demand Draft or Fixed Deposit Receipt or Bankers Cheque or Bank Guarantee issued by any of the commercial banks in favour of “**Accounts Officer, CS Division, Ministry of Home Affairs, New Delhi**”, payable at Delhi, and should be valid upto 45 days from Bid Validity date.

The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank.

The bid security of all unsuccessful bidders will be returned by the department at the earliest either after expiry of the final bid validity or within 30 day after award of the contract to the successful bidder.

The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

The EMD document shall reach to the department in physical form in a sealed envelope clearly marking “*EMD in favour of RFP For Development & implementation of National Registry of Sexual offenders Application*” on or before Bid submission closing date & time through registered post/speed post/courier and it should be addressed to:

Joint Director (CCTNS)

National Crime Records Bureau

Ministry of Home Affairs (MHA), Government of India

NH-8, Mahipalpur

New Delhi - 110037

Bidder should scan and upload EMD document in the Pre-Qualification envelop on the e-tendering platform. The bid, however, shall be deemed to be invalid in the event of non-receipt of physical copy on or before Bid submission closing date & time.

The EMD may be forfeited:

- a) If a bidder withdraws its bid during the period of bid validity.
- b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.



16 Bidder's Conference

The bidders' conference is scheduled to be held as per the schedule mentioned at section "Important Dates" at Venue:

National Crime Records Bureau
Conference Hall, 1st Floor,
Mahipalpur, NH-8, Delhi-110037.

Any queries may be directed to the email address – nrso@ncrb.nic.in

17 Responses to Pre-Bid Queries and Issue of Corrigendum

MHA will endeavour to provide timely response to all queries. However, MHA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MHA undertake to answer all the queries that have been posed by the bidders.

At any time prior to the last date for receipt of bids, MHA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

The Corrigendum (if any) & clarifications to the queries from all bidders will be published on the websites.

Any such corrigendum shall be deemed to be incorporated into this RFP.

MHA shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time will not be entertained.

In order to provide prospective Bidders reasonable time for taking the corrigendum into account, MHA may, at its discretion, extend the last date for the receipt of Proposals.

18 Amendment to RFP

1. If MHA deems it appropriate to revise any part of this RFP or to issue additional information to clarify an interpretation of the provisions of this RFP, it may issue amendments to this RFP. Such amendments will be hosted in the locations where RFP has been made available. Any such amendments shall be deemed to be incorporated by this reference into this RFP.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

2. At any time prior to the deadline (or as extended by MHA) for submission of bids, MHA, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, MHA may modify the RFP document by issuing amendment(s).
3. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, MHA, at its discretion, may extend the deadline for the submission of bids.
4. MHA does not take any responsibility for loss of communications through emails. The bidders are expected to watch the locations mentioned under the Tender notification table for clarifications, amendments, modifications to the RFP.

19 Submission of Proposals

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:

- 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.
- All the documents uploaded in the bid envelopes must be digitally signed by the authorized representative.
- 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.
- It is mandatory for the Bidder to quote for all the items mentioned in the RFP.
- 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.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

- 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.
- 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.
- 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.
- **Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.**
- 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.

20 Bid Validity

The offer submitted by the Bidders should be valid for a minimum period of 180 days from Tender Due Date.

21 Bid Opening

MHA will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders. The Proposal Evaluation Committee constituted by the MHA shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit document within stipulated time frame will lead to rejection of bid.

The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals at any stage.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

- a) Total transparency will be observed while opening the proposals/bids.
- b) MHA reserves the rights at all times to postpone or cancel a scheduled bid opening.

The bids will be opened, in the following sessions:

1. First Session:

a) Opening of Pre-Qualification

First envelop i.e. Pre-Qualification shall be opened as per schedule mentioned at section "Important Dates".

The EMD / bid security will be opened first by MHA for Technical bid evaluation, in the presence of bidders' representatives who may choose to attend the session on the specified date, time and address. Bids for which the requisite bid security has not been received by MHA or whose bid security is not in order shall be rejected. The bidder is requested to use the formats provided for this purpose.

b) Opening of Technical Proposal

Proposal which does not qualify the Pre-Qualification conditions as mentioned in the RFP document, shall not be considered for Technical & Commercial Bid Opening. Technical Bid shall be opened the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address as mentioned in the Section "Important Dates".

MHA will review the Technical bids of the shortlisted bidders to determine whether the Technical bids are substantially responsive. Bids that are not fully complaint are liable to be disqualified. MHA may seek inputs from their professional, external experts, external consultants in the Technical and Commercial evaluation process.

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 MHA, the Bids shall be opened at the same time and location on the next working day. Even if there is no representative of the bidder present, MHA shall go ahead and open the bid of the bidders.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

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.

2. Second Session :

The Commercial proposals of those bidders, whose Technical bids qualify in the Technical Evaluation, shall be opened in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address as mentioned in section "Important Dates".

21.1 Bid Scrutiny

Initial Bid scrutiny will be held by the Tender Evaluation Committee and incomplete details as given below will be treated as non-responsive, if Proposals :

- c) Are not submitted in as specified in the RFP document
- d) Received without the Letter of Authorization (Power of Attorney)
- e) Are found with suppression of details
- f) With incomplete information, subjective, conditional offers and partial offers submitted
- g) Submitted without the documents requested in the checklist
- h) Have non-compliance of any of the clauses stipulated in the RFP
- i) With lesser validity period

2. MHA will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

3. A tiered evaluation procedure will be adopted for the evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.
4. MHA will review the technical bids of the qualified bidders to determine whether the technical bids are substantially responsive as per the requirements specified in the RFP. Bids that are not substantially responsive are liable to be disqualified.
5. MHA may seek inputs from their professional, external experts in the technical and commercial evaluation process.
6. The Proposal Evaluation Technical Committee shall assign technical score to the bidders and evaluate the technical bids as per the Technical Evaluation Criteria. Only the technically qualified bidders qualify for the commercial evaluation stage.
7. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive as per the requirements specified in the RFP

21.2 Withdrawal, Substitution, and Modification of Bids

No bid shall be withdrawn, substituted, or modified after submission.

21.3 Authenticity of the information and right of verification

MHA reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP for the purpose of Technical proposal. Any such verification or lack of such verification by MHA shall not relieve the respondent of its obligations or liabilities hereunder nor will it affect any rights of MHA there under.

8. In case it is found during the evaluation of the responses or at any time during the subsequent procurement or project execution process, that the bidder has made material mis-representation or has given any materially incorrect or false information in the proposal:
 - a) The bidder shall be disqualified forthwith (if not yet awarded the Contract either by issue of the letter of intent or entering into an agreement).
 - b) MHA would initiate appropriate action against the selected bidder as per the laws of the land, if the agreement is already awarded.



21.4 Disqualification

The proposal submitted by the bidder is liable to be disqualified if one or more of the following conditions are violated.

1. Violation of the bid submission process
 - a) Commercial proposal and Technical proposal are not submitted in the prescribed formats and mode as given in the RFP
 - b) The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal is either fully or partially enclosed or are part of the Technical Proposal
 - c) If it comes to MHA's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this agreement
 - d) If a bidder submits more than one bid
2. Non-compliance to the conditions of the bidding process
 - a) The Bid documents are not signed as per guidelines of the RFP
 - b) The required EMD has not been submitted as specified in the RFP
 - c) The Bid validity period is shorter than the required period
 - d) The Bid is not submitted in accordance with this document
 - e) During the validity of the Bid, or its extended period, if any, the bidder revises its quoted prices
 - f) The bidder qualifies their bid with their own conditions or assumptions
 - g) Bid is received in incomplete form
 - h) Bid is not accompanied by all the requisite documents
3. Non responsive Content of the proposal



Request for Proposal For Selection of Agency For

Development & Implementation of National Registry of Sexual offenders

- a) 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 bids or during the tenure of the agreement including the extension period, if any.
- b) The deliverables as given in the Technical proposal should be in consonance with the Commercial proposal. Any deviations in the final deliverables between Technical and Commercial proposals shall make the Bid as being unresponsive and may lead to disqualification of the Bid.

4. Inability to respond in accordance with the bidding guidelines

- a) The successful bidder, invited to sign the agreement qualifies the letter of acceptance of the agreement with its own conditions.
- b) The successful bidder fails to deposit the Performance Bank Guarantee in 15 days or fails to enter into an contract within 30 days of the date of issue of letter of intent or within such extended period, as may be specified by MHA.

5. Fraudulent and corrupt practice

Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt" practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in agreement execution; and
- b) "Fraudulent" practice means a misrepresentation of facts in order to influence a procurement process or the execution of an agreement to the detriment of the Purchaser, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
- c) "Unfair trade" practices means supply of goods (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

or change the specifications and/or make of the company for which the supply order was given by Purchaser.

6. Consequences of disqualification

- a) If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
- b) If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder. No further correspondence from the bidder with MHA will be entertained.
- c) If the disqualification is for the reasons of fraudulent or corrupt practice, MHA has the right to initiate actions to blacklist the bidder as per the provisions of the relevant acts/rules

21.5 Right to Terminate the Process

MHA may terminate the RFP process at any time and without assigning any reason. MHA makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by MHA. The bidder's participation in this process may result MHA selecting the bidder to engage towards execution of the contract.

21.6 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

MHA reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement 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 MHA action.

22 Bid Evaluation Process

22.1 Pre-Qualification (PQ) Criteria

S. No.	Pre-Q Condition	Description
1.	General Requirement	The bidder: <ul style="list-style-type: none">• Should be operating as IT System Integrator• Should have Registered Office and Development Center in India.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

S. No.	Pre-Q Condition	Description
2.	Business turnover forms IT services	Company Turnover from IT Services should be \geq 300 Crore for 3 years in last 5 financial years including Financial year 2017-18.
3.	Net worth	The bidder should have a positive net worth for last three financial years.
4.	Manpower	Should have at least 100 Permanent IT Professionals on the company payroll as of 31-05-2018.
5.	Blacklisting	The bidder should not be banned or blacklisted by any State / Central Government or any Government Institutions in India.
6.	Experience in IT Application Development & Implementation	<p>Should have Completed/on-going at least One ICT Systems Development and Implementation Project in India in last 5 years.</p> <p>Project Scope must have:</p> <ol style="list-style-type: none">1. Application development/ customization2. Installation of associated Servers, storage3. Training service4. Handholding services5. Operation and maintenance services <p>Project Value should be:</p> <ul style="list-style-type: none">- One project of not less than 20 Cr OR- Two projects each of not less than 15 Cr OR- Three or more projects each of not less than 10 Cr <p>Application development, related System software component, O&M/ AMC (Application development, System software) of the Project should be minimum 50% of Project value till Go-Live)</p> <p>On Going Projects: Project should be Live and in Operations & Maintenance phase at least for one year.</p> <p>Govt./PSU/Established Business Organization Projects:</p> <ul style="list-style-type: none">• One of the above projects should be for Central/State Govt./PSU.• Established Business Organization qualifying below parameters:<ul style="list-style-type: none">o Registered under Companies Act 2013o Listed in Bombay Stock exchange/ NSE



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

S. No.	Pre-Q Condition	Description
7.	CMM certification	The prime bidder must possess a valid Certification in the Capability Maturity Model Integration (CMMI) level 5 related to Application development at the time of submission of the bid (the bidder will have to ensure that the certification is valid during the lifecycle of the whole project)
8.	OEM Partner	The prime bidder should have direct authorization from the Original Equipment Manufacturer (OEM) for selling and supporting the components offered. The authorization should be submitted for Hardware and Software components offered as a part of this project.

Note: No consortium shall be permitted.

22.2 Pre-Bid Queries Format

BIDDER'S REQUEST FOR CLARIFICATION / PRE BID QUERIES						
Name of Organization submitting request			Name & position of person submitting request	Full address of the Organization points of contact		
Tel:						
Fax:						
Email:						
S. No	RFP Reference			Content of RFP requiring Clarification	Query	Suggestion
	Section	Pg no	RFP/ Vol-I/ Vol-II/ Vol-III			
1						

Bidders need to provide queries in Excel file as per format provided above.



22.3 Technical Proposal

22.3.1 Technical Proposal Guidelines

1. The invitation for bids is open to all entities registered in India who fulfil technical criteria as specified in this document.
2. Bidders declared to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices by MHA, shall not be eligible.
3. Bidders whose EMD was forfeited by MHA serious/grave grounds i.e. submission of false/forged/tampered/fabricated/manipulated documents/information at any occasion during last five years from the date of issue of RFP, shall not qualify.
4. Breach of general or specific instructions for bidding, general and special conditions of contract with the Government of India in the past 5 years may make a firm ineligible to participate in the bidding process.
5. Bids from more than one consortium partners is not allowed. Only a single consortium partner for data center is permissible. Subcontracting is permissible for scanning activity and data entry job.

Subletting:

The bidder shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without any prior consent in writing of MHA. The permitted subletting or assignment of work by the contractor shall not establish any contractual relationship between the subcontractor and the company shall not release the contractor of any responsibility under the contract. The bidder shall be responsible for all the acts, deeds, defaults, and neglects of the subcontractor or agent as if the acts, deeds, defaults, and neglects were of the bidder.

6. MHA intends to consider only those bidders that have the capability and competency, in terms of technical strengths, experience and financial stability to address the requirements of MHA to implement the NRSO solution.
7. Technical proposal to include the covering letter.
8. Technical proposal should contain all the required documents.
9. In case if the bidder is proposing a COTS product for NRSO solution, the bidder shall submit an undertaking.
10. The bidder is expected to submit all the undertakings as requested in the RFP.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

11. The bidder is expected to understand the complete solution footprint, the processes and functions of MHA while preparing the Technical Proposal.
12. The bidder is expected to bid for the project with a complete understanding that, all the processes, functions, services requirement, etc. given in this RFP, at a fixed price, without any provisions for bargaining for a different interpretation of the specifications in this RFP and changes in scope, while executing the project.
13. While the bidder has the freedom in making any assumptions about the processes and functions of MHA while interpreting the details given in this RFP, such assumptions cannot be the basis for any bargaining or different interpretation during the execution of the project. MHA interpretation shall be final and binding on all the bidders. The assumptions made by the bidder shall not have any impact on the commercial bid submitted.
14. MHA retains the right of the final say in the interpretation of the scope of the Project in terms of the interpretation of the functions and processes of MHA, as listed in this RFP.
15. Since a process can be described in different manners, the bidder should clearly understand that any possible variations in the processes during the Business Design phase from the way they are specified in this RFP should not be considered as deviations or extensions to the original process specifications.
16. The modules of NRSO solution which have been listed are more of a reflection of the functional areas to be addressed rather than the specific modules being implemented.
17. Various components for Data Center - 1 and its sizing listed are more of a reflection of the estimated requirements to be addressed.
18. The Technical proposal should address all the areas/ sections as specified in 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.
19. The Technical proposal must not contain any pricing information.
20. The bidder is expected to respond using the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification.
21. Wherever the customer name is asked for, in experience or deliverables, the bidder is required to provide the name. Not providing the name of the customer will be treated as incomplete information and will affect the evaluation process.
22. The bidder is requested to provide documentary evidence of experience, methodology or any other information provided in the Technical proposal. However, the bidder is



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

expected to provide the names of the organizations, only if the organization is the direct customer (had a direct contract) of the bidder.

23. The bidder shall number all the pages of the Technical proposal including the annexure and other attachments.
24. The Technical proposal shall be in line with the requirements of this RFP and shall strictly comply with all the forms and formats as provided in the RFP.

22.3.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as Qualified to move to the next stage of Technical and Commercial evaluations.

22.3.3 Mandatory Compliance Criteria

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

The detailed List shall be published on 04th June 2018.

22.3.4 Evaluation of Technical Proposals

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

The bidders' technical proposal proposed in the bid document will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified in the format specified in the RFP as required for technical evaluation.

1. MHA may seek additional information and clarifications from any or all of the Bidders on the Technical Proposal. Any of the additional information or clarifications submitted by the Bidder on the technical proposal should not have any commercial implications.
2. Proposal Presentations: The bid committee will invite each pre-qualified bidder to make a presentation to MHA at a date, time and venue decided by MHA. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals. The actual team that is proposed for the project shall make the proposal presentation.
3. The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.

4. The following will be the technical evaluation methodology:
- a) Each Technical Bid will be assigned a technical score out of a maximum of 100 points. Each of the criteria will be assigned a technical score.
 - b) Only the bidders, who meet all the mandatory compliance criteria AND score above the minimum cut-off score defined in each of the sections (section A & B of Technical Evaluation), will qualify for the evaluation of their commercial bids.
 - c) The commercial bids of bidders who do not qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process.
 - d) The committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the commercial bids.
 - e) The technically qualified bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

22.3.5 QCBS Scoring Model

The Selection of the Bidder shall be based on Quality and Cost Based Selection (QCBS). The proposals submitted by the Bidders will be evaluated by taking the following stages of evaluation into consideration.

Technical Evaluation

QCBS Table shall be provided after bidders' conference.

Technical Proposal Assessment:

QCBS Table shall be provided after bidders' conference.

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score greater than or equal to the Cut off Marks in each Section will be considered technically qualified. Price Bids of such technically qualified bidders only shall further be opened.



22.4 Commercial Proposal

22.4.1 Commercial Proposal Guidelines

1. The Commercial proposal to include the covering letter as requested in the RFP.
2. Unless explicitly indicated, the bidder must not include any technical information regarding the services in the Commercial proposal.
3. Only fixed price commercial bids indicating total price for all the deliverables and services specified in the formats provided in the RFP will be considered.
4. As part of the commercial proposal, the bidders shall mandatorily quote for all the components as indicated in the RFP.
5. The Commercial proposal must be detailed and must cover each component of the Project and Operations and Maintenance Phase. The Commercial proposal must be summarized in Bid Summary Sheet as per the format provided in the RFP.
6. Commercials for all components including optional components should be valid and firm for period defined in repeat order clause of the RFP.
7. During the proposal preparation the bidder shall review the indicative bill of material as provided in the RFP and propose necessary infrastructure (including software and hardware), in its technical and commercial bid, required for implementation of the NRSO Project.
8. The Infrastructure proposed by the bidder must address the functional and technical requirements as stated in this RFP. The bidder shall be solely responsible for any financial implications on items not quoted in the proposal and which are required for implementation and operationalization of the Project.
9. MHA reserves the right to procure the components/services listed in this RFP in whole or in part. The payment by MHA to the SI shall be made only against the actual services availed by MHA.
10. In case MHA wish to procure any additional quantity/services (hardware/software/manpower) for this project, the unit rate provided by the bidder shall be taken into account as per repeat order clause of the RFP.
11. The price mentioned in the letter of intent issued to MHA shall be the only payment payable by MHA to the SI for completion of the obligations by the SI as per the letter of intent, subject to the terms of payment specified in the letter of intent issued to the SI.



- 12.** Cost quoted for the software (Tools, Software, system & application) must include all cost including the cost of procurement, customization/ configuration/ development and implementation, etc. as per RFP requirements and its maintenance for the entire project duration.
- 13.** Cost quoted for the hardware must include the cost of procurement, supply at site, installation and configuration according to RFP requirements and its maintenance for the entire project duration.
- 14.** Cost quoted for the scanning, metadata tagging and migration must include the cost of procurement, supply and installation of necessary infrastructure at site, manpower, and any other items according to RFP requirements and its maintenance for the entire project duration.
- 15.** The bidders are advised not to indicate any separate discount. Discount, if any, must be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose of this RFP.
- 16.** The bidder must quote the prices strictly in the manner as indicated in the RFP, failing which bid is liable for rejection. The rate/cost shall be entered in words as well as in figures.
- 17.** The bidders are required to distinctly mention nature, percentage and amount of applicable taxes in appropriate columns.
- 18.** Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications. As an exception, adjustment of the commercial price (to be mentioned in the letter of intent) shall be made on account of any variations except for applicable taxes. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- 19.** The bid shall include all taxes and levies in Indian Rupees and mentioned separately.
- 20.** The rates quoted are exclusive of all applicable taxes levied by the government and the same will be payable by the Department over and above the payment schedule.
- 21.** If any of the service component is priced as bundled within any of the other priced component submitted by the bidder, the bidder cannot un-bundle it and price it separately after the Commercial bids are opened or during the period of the agreement for implementation of the NRSO solution.
- 22.** The services provided towards change requests will be quoted as a blended per-person-month rate by the bidder.



23. Any conditional bid would be rejected

24. Correction of Error

- a) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to MHA. All corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- b) Arithmetic errors in proposals will be corrected as follows:
 - i. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
 - ii. In case of discrepancy between the cost quoted in the pricing summary sheet for a component and the total cost provided for the component in the detailed cost breakup sheet, the detailed cost break up sheet for the component will be considered.
 - iii. In case of discrepancy between the total price given for a line item / component and the calculated total price (number of units multiplied by the cost per unit for that line item), the total price given for a line item / component will be considered.
 - iv. The amount stated in the commercial proposal, 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.
- c) The amount stated in the Commercial proposal will be adjusted by MHA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Commercial Proposal, its Proposal will be rejected and EMD of the bidder will be forfeited.

25. 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 agreement. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the agreement.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

26. In case of a tie where two or more bidders have the same **Final Total Weighted Score (Bn)**, the bidder with the higher Technical score (Tn) will be invited for discussions for issuance of letter of intent.

In case of tie amongst two or more bidders who have the same **Final Total Weighted Score (Bn)** and Technical score (Tn), the bidder scored highest mark in Technical Evaluation, will be invited for discussions for issuance of letter of intent.

27. The Bidder is expected to price all the items and services required for successful implementation of the project and subsequent operations & maintenance in line with SLA.

28. Bidder shall procure the hardware/software components and licenses in the name of MHA.

29. Prices must be quoted entirely in Indian Rupees.

30. All costs incurred due to delay of any sort, due to the reasons attributable to the bidder, shall be borne by the bidder.

31. MHA reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

32. MHA reserves the right to ask the bidder to submit analysis of rate and data sheet for the rates quoted in the Commercial bid by the bidder

33. If the price for any of the services is not explicitly quoted in the commercial bid or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted, and MHA has the right to source services for which no price was quoted or quoted as zero, at no additional price.

34. If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the agreement.

35. Commercial bid of a bidder will be declared non-responsive if the bidder has proposed components in the price bid which are different from the solution as mentioned in the technical bid

36. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to MHA. 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.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

37. The commercial bid should be provided in the order as per the formats provided in the RFP.

38. All the taxes in the commercial bid should be as per latest GST rules.

22.4.2 Commercial Bid Evaluation

The Commercial Bids of only technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. The Commercial Bids that are less than 30% of the Average Bid Price of Tech Qualified Bidders, will be disqualified.

Value of Column “Total Bid Value Without Taxes” of Price Bid Template 1.8.2 shall be considered for Commercial Bid Evaluation.

Average Bid Price: The average bid price is computed by adding Commercial Bid values of all Tech Qualified bidders and dividing the same by the number of bidders.

Commercial Scores for eligible bidders will be calculated as per following formula:

Commercial Score of a Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}

Total Weighted Score:

- a) Weightage for Technical Bid = 0.70
- b) Weightage for Commercial Bid = 0.30
- c) **Final Total Weighted Score (Bn) = Tn X 0.70 + Fn X 0.30 (round off upto 2 decimal places)**

23 Award Criteria

MHA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has scored highest Total Weighted Score as per the process defined in the RFP.

24 Notification of Award

Prior to the expiration of the validity period, MHA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, MHA, may like to request the bidders to extend the validity period of the bid.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, MHA will notify each unsuccessful bidder and return their EMD.

25 Signing of Contract

1. Upon notification of the outcome of the commercial evaluation, MHA shall issue a Letter of Intent before entering into an agreement with the successful bidder. The draft agreement is provided in RFP.
2. The successful bidder shall submit a fresh undertaking of not being blacklisted as on date of the signing of the agreement.
3. Notwithstanding any delay in signing of agreement, upon acceptance of letter of intent the bidder shall commence work on the project.
4. MHA shall have the right to annul the award in case there is a delay of more than **30 days** in signing of agreement, for reasons attributable to the successful bidder.
5. MHA does not commit to buy all the items in the quoted price for which pricing has been sought. Out of the various priced items of the Commercial proposal, MHA will have the option and the right to buy any combination of services or items. The priced items which MHA intends to buy will be included in the commercial agreement with the successful bidder.
6. During the period of the agreement, MHA could buy any of those items which are included in the agreement and which are part of the quoted price of the bidder. MHA will have the right to buy those services at the same rate for which the bidder was selected as the successful bidder. The Price quote for all the services indicated in the quote will be valid for the complete period of agreement.
7. Once an agreement is signed with the successful bidder based on the commercial proposal, no adjustment of the agreement value shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the agreement.
8. The agreement value arrived at shall be the only payment payable by MHA to the bidder for completion of the contractual obligations by the successful bidder under the



agreement, subject to the terms of payment specified in this document. Applicable taxes, duties, charges and levies shall be paid on actuals.

26 Performance Guarantee

The MHA will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of the bid value.

The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the MHA at its discretion may cancel the order placed on the selected bidder without giving any notice. MHA shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or MHA incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

27 Governing law and dispute resolution

27.1 Informal dispute resolution

The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

The parties should attempt to resolve disputes between themselves. The dispute should be escalated through various levels within MHA, and corresponding levels within the SI's organization, starting with the parties' representatives, then the project team leader and the SI's counterpart, designated officer of MHA, and a director of the SI.

Both the parties must be represented by people who can take decisions including those of financial in nature. Meetings should involve pre-work, from both the parties which should involve the following:

1. Understanding the key reason for the dispute and the responsibility. The potential reasons should be attributable to the SI OR MHA or more than one of the above depending on the



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

understanding of the information provided in the RFP document, Proposal and subsequent instruction/ decision.

2. The commitments made by the MHA either in the RFP document or in project meetings earlier
3. The commitments and assumptions made by the SI in their proposal
4. Establishing the deviations made by either of the parties from
 - a) The written commitments made by the SI or the MHA in meetings or letters
 - b) The assumptions in the Approach & methodology, Solution proposed by SI
 - c) Work Plan of the SI & MHA
 - d) Comparing with other similar projects (if relevant)
 - e) Any previous communication made by either of the party on the identified deviations and the reasons thereof
 - f) Any unforeseen
5. Based on the above, the potential resolution should be classified as either Financial OR Non-Financial
6. In case the potential resolution involves financial consideration, the financial impact of such a deviation for either of the party should be computed on the basis of Commercial Proposal or industry standards.

27.2 Dispute Resolution

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 informal dispute resolution procedure as set out in this article



In case the resolution procedure do not help in resolution of the problem within 3 weeks of escalation, both the parties should agree on a mediator for communication between the two parties. The process of the mediation would be as follows:

- a) Aggrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
- b) The mediator shall use his best endeavours to conclude the mediation within a certain number of days of his appointment.
- c) If no resolution can be reached through mutual discussion or mediation within 30 days then the matter should be referred to Experts for advising on the issue.

In case the mediation does not help in resolution and it requires expertise to understand an issue, a neutral panel of 3 experts, agreeable to both parties should be constituted. The process of the expert advisory would be as follows:

- a) Aggrieved party should write to the other party on the failure of previous alternate dispute resolution processes within the timeframe of 30 days and requesting for expert advisory. This is to be sent with a copy to the mediator.
- b) Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute.
- c) The expert panel shall use his best endeavours to provide a neutral position on the issue.
- d) If no resolution can be reached through the above means within 30 days then the matter should be referred to Arbitration.

27.3 Arbitration

1. Any unresolved dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be dealt as per arbitration provisions below.



Request for Proposal For Selection of Agency For
Development & Implementation of National Registry of Sexual offenders

2. Any dispute between the parties as to matters arising pursuant to this contract, which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement, may be submitted by either party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the Indian Arbitration and Conciliation Act of 1996 by a sole Arbitrator.
- a) The MHA shall appoint an arbitrator for settlement of any dispute and difference of any kind whatsoever arising out of or in connection with the contract agreement that will be entered with, whether during the progress of the contract agreement or after completion.
 - b) All disputes and differences of any kind whatsoever arising out of or in connection with the contract agreement, whether during the progress of the contract agreement or after its completion, shall be referred by the parties to the arbitrator. The decision of the arbitrator shall be final and binding upon the SI and the MHA.
 - c) 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. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.
 - d) The Arbitration proceedings will be held at New Delhi, India. Any legal dispute will come under the sole jurisdiction of New Delhi, India.
 - e) The request for arbitration, answer to the request, terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
 - f) Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and



Request for Proposal For Selection of Agency For

Development & Implementation of National Registry of Sexual offenders

that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

- g) The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrator.
- h) The arbitrator may provide in the arbitral award for the reimbursement to the successful party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- i) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

*****End of document*****