# ज्ञापांक 193/412243 / आपूर्ति 70-1-9-2018

पुलिस महानिदेशक का कार्यालय, बिहार, पटना

पटना,दिनांक- *|5 | 2 | 19* 

सेवा में.

निदेशक.

सूचना एवं जनसम्पर्क विभाग, बिहार, पटना।

विषय— अल्पकालीन पुनर्निविदा आमंत्रण सूचना सं0—36/2018—19 के प्रकाशन के संबंध में।

निदेशानुसार उपर्युक्त विषय के सबंध में अल्पकालीन पुनर्निविदा आमंत्रण सूचना सं0—36 / 2018—19 की प्रतियाँ भेजते हुए अनुरोध है कि इसे राज्य एवं राज्य से बाहर के प्रमुख समाचार पत्रों में (अंग्रेजी एवं हिन्दी) के अगले दो संस्करणों में प्रकाशित कराने की कृपा की जाय साथ ही पी0आर0डी0 वेबसाईट पर भी प्रसारित करने की कृपा की जाय।

इस निविदा आमंत्रण सूचना का प्रकाशन किन–किन समाचार पत्रों में किया गया

इसकी सूचना देने की कृपा की जाय।

अनु0-यथोपरि।

पुलिस महानिरीक्षक के सहायक (क्यू०), बिहार, पटना

## प्रतिलिपि:-

- 1. आई०टी० मैनेजर, पुलिस महानिदेशक का कार्यालय, बिहार, पटना को कृपया सूचनार्थ। कृपया इसे आज ही वेबसाइट पर अपलोड किया जाय। साथ ही Indian Trade Journal, Kolkata के अंक में प्रकाशन हेतु Government of India, the Controller of Publications, Civil Lines, Delhi: 110 054,(Tel No. 011-23812527, FAX: 011-23817846), Email Idsk.mondal.dgcis@nic.in के पतेपर भी अनिवार्य रूप से भेजा जाय।
- 2. Government of India, the Controller of Publications, Civil Lines, Delhi: 110 054,(Tel No. 011-23812527, FAX: 011-23817846), Email Idsk.mondal.dgcis@nic.in को कृपया सूचनार्थ एवं आवश्यक क्रियार्थ प्रेषित। अनुरोध है कि उक्त निविदा का प्रकाशन Indian Trade Journal, Kolkata के अंक में करने की कृपा की जाय।

पुलिस महानिरीक्षक के सहायक (क्यू०), बिहार, पटना

# <u>Police Headquarters, Bihar, Patna</u> <u>Notice Inviting Short Re-Tender No.-36/2018-19</u>

- 1. Name of the Department: Office of Director General of Police, Bihar, Patna.
- 2. Last date & time for the acceptance of the short re-tender 25/02/2019, Till 02:00 PM
- 3. Date & time fixed for the opening of the short re-tender: 25/02/2019, At 04:00 PM
- 4. Place fixed for receiving & opening the tender: Office of Director General of Police, Bihar, Patna.
- 5. Details of Job:

S.N.	Item name	Quantity
1	Software (PRAHAAR for Bihar Police)	01

Specifications and other terms & conditions of the tender may be obtained in person from this office or may be downloaded from the website www.prdbihar.gov.in or www.biharpolice.bih.nic.in.

AIG (Q) Bihar, Patna

# Terms & Conditions of Short Re-Tender No.-36/2018-19

- 1. The tender should be submitted in two parts: (i) Technical Bid and (ii) Financial Bid, duly sealed in two separate envelopes super-scribed as "Technical Bid" and "Financial Bid".
- 2. All relevant papers/ E.M.D./certificates/specifications etc. of items should be enclosed in the Technical Bid.
- 3. The rates of the items shall be quoted in the Financial Bid only.
- 4. All charges like IGST/CGST/SGST etc. shall be clearly mentioned in the Financial Bid and the net rate (in figures and words) including all taxes and duties must also be quoted. Vague offers like indicating taxes "as applicable" will not be accepted.
- 5. The rates of the items shall be quoted in the Financial Bid in two parts:
  (i) With AMC (Annual Maintenance Contract) and (ii) Without AMC
- 6. There should be no cutting, over writing or correction on the rates.
- 7. The technical and financial bids for each item should be submitted separately in separate envelopes. The technical and financial bids for more than one items submitted together in the same envelope shall not be accepted.
- 8. If the financial bid is submitted in the same envelope containing the technical bid then also it shall be summarily rejected.
- 9. The technical and financial bids should be put in two separate sealed envelopes and the envelopes should be marked Short Re-Tender No-36/2018-19 (Technical Bid) and Short Re-Tender No-36/2018-19 (Financial Bid) along with the name and address of the firm. The sealed envelopes containing the technical and the financial bids should be sent in another sealed envelope which should be marked as Short Tender No-25/2018-19. This envelope should not bear the name and address of the firm.
- 10. Income Tax Returns of last three years, a photocopy of GST registration number of the participating firm and turn-over of any two of the previous three financial years should be submitted with the technical bid. It should be specifically mentioned whether IT return has been filed manually or electronically.
- 11. The turnover of the firm for the last reported financial year should be at least equal to the amount of the supply order which is being issued. A copy of the profit and loss Account of the firm for any two of the previous three financial years, certified by a Chartered Accountant should be submitted along with the tender. If the tenderer is authorized dealer or authorized supplier of manufacturing firm, then the certified details of the turnover of authorizing firm may be accepted. Tender specific authorization from the OEM must be submitted, but in certain cases where authorization from OEM is not required, the Technical-cum-User committee (T.U.C.) shall decide about exemption (if any) on a case-by-case basis; citing appropriate reasons for the same.
- 12. If there is some discount in the price of any item, it should be deducted from price itself and such discounts should not be quoted separately.
- 13. If the product is available on DGS & D rate contract, then a copy of the contract must be attached and pricing be done including all taxes.
- 14. A copy of the test report for the product issued by any established and recognized private Laboratory or by agency accredited by the Government should be attached with the technical bid. However if required, the Technical-cum-User committee (T.U.C.) can take decision regarding exemptions/relaxations (if any), citing appropriate reasons.
- 15. In case of Bullet Proof/Bullet Resistant items, test report of TBRL or any Government Approved/Recognized Laboratory is compulsory.

- 16. Firms participating in this tender shall also submit duly sworn affidavit to the effect that " this firm has not been black listed/debarred by any Government or Semi Government or Private Agency and no sister concern of this firm is participating in this tender."
- 17. Firms participating in this tender shall also submit the self attested list of users of its equipments.
- 18. All items shall be received at Central Clothing Store, Patna; therefore price should be quoted FOR Central Clothing Store, Phulwari Sharif, Patna.
- 19. Firms will have to deposit a sum of Rs.25,000/- (Twenty Five Thousand) only as an earnest money deposit in the form of Bank Draft duly pledged in favor of the undersigned along with the quotations. The small scale units located in Bihar shall not be liable to deposit earnest money. Exemption from submitting E.M.D. will also be available to those who are registered with the Central Purchase Organization/State Purchase Organization and National Small Industries Corporation (NSIC).
- 20. Technical Bids will be opened on scheduled date and time in the office chamber of Police Headquarter. Representatives of the firms competing in the tender may remain present at the time of opening of the technical bid.
- 21. The technical bids will be opened first and placed before the Technical Committee of the Police Headquarters, Bihar. If the technical bids are found satisfactory as per tender conditions, it will be put before Central Purchase Committee of the Police Headquarters, Bihar. The firms may be required to participate in the demonstrations of the quoted product and discussions with this committee.
- 22. Any paper/document will not be accepted after opening the tender.
- 23. Successful firm will have to enter into an agreement after depositing a sum of 5% of the total value of the order as security money in the form of Bank Guarantee duly pledged in favor of undersigned.
- 24. The firm will be required to provide satisfactory after-sales service after the delivery of the product.
- 25. The firm will be required to supply all the items within the stipulated time frame as mentioned in the purchase order.
- 26. Payment for the delivered items will be made only after the acceptance report of the Inspection Committee of the Police Headquarters, Bihar.
- 27. The firm whose quotation is approved by the Central Purchase Committee of the Police Headquarters, Bihar, shall be invited to enter into an agreement with the undersigned.
- 28. It is expected to submit the duly filled chart attached herewith, along with the technical bid if not the tender shall be summarily rejected.
- 29. Indexing of the requisite documents must be done and submitted along with the technical bid.
- 30. Hands on training for 3 weeks of the equipment must be imparted to the user group by the firm after successful installation.
- 31. Director General of Police Bihar, Patna reserves the right to reject any or all the quotations partially or fully, without assigning any reason thereof.
- 32. The Quantity indicated may increase or decrease at the time of issuing purchase order.
- 33. The bids must be include the data sheet of individual item.

Bihar, Police.

# OFFICE OF DIRECTOR GENERAL OF POLICE BIHAR

# Notice Inviting Tender for the Development of PRAHAAR software for Bihar Police

Bids are invited under two-bid system from agencies for the development of **PRAHAAR**Software for Bihar Police

## The bid schedule is as under: -

Name of Tender Selection of agency for the development of

PRAHAAR for Bihar Police

Type of work Software

Last date for submission of tender

Date- XXXXX,
Time- XXXXX

Date of Pre-bid Meeting Date-XXXX, Time-XX: XX Noon

EMD INR 25000/- (Twenty-Five Thousand Only)

Date of opening of technical bid Date-XXXXX, Time- XX P.M.

Date of opening of financial bid Shall be intimated to shortlisted bidders

Place of opening of bid Police Headquarters, Bihar, Patna.

Main Secretariat, Patna-800015

Note – Detailed scope of work is mentioned in the Tender available on the website of Bihar Police <a href="http://biharpolice.bih.nic.in">http://biharpolice.bih.nic.in</a>.

# DIRECTOR GENERAL OF POLICE BIHAR, PATNA

# REQUEST FOR PROPOSAL (RFP) FOR DEVELOPMENT OF PRAHAAR SOFTWAREFOR BIHAR POLICE



Office of Director General of Police, Bihar, Main Secretariat, Patna-800015, Bihar.

Phone no: 0612-2215363

E mail: igprovision-bih@nic.in



# OFFICE OF DIRECTOR GENERAL OF POLICE BIHAR

Main Secretariat,

Patna-800015, Bihar

Phone no: 0612-2215363

E mail: igprovision-bih@nic.in

Bids are invited for development of PRAHAAR software for Bihar Police

Activity	Date and Time
Issue of Bid documents	Uploaded on website
Pre-Bid Date	-
Bid due date	-
Opening of Technical Bids	-
EMD in Rupees	25000/-

The details have been outlined in the RFP document which can be obtained from the office of "AIG (Q), PHQ, Bihar, Patna" or can be downloaded from

http://biharpolice.bih.nic.in

AIG (Q), PHQ, Bihar, Patna.

Tab	le c	ot c	on	ter	١t
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DISCLAIMER	6
LETTER OF INVITATION	
3.0 DATA SHEETS	
4.0 INTRODUCTION	10
Project Objectives	10
5.0 REQUEST FOR CLARIFICATION:	10
BRIEF DESCRIPTION OF THE SELECTION PROCESS:	10
5 1 REOUEST FOR PROPOSAL (RFP):	
5.2 AVAII ARILITY OF REP DOCUMENT:	11
5.3 EARNEST MONEY DEPOSIT (EMD)/ PERFORMANCE SECURITY:	
5.4. Format and Signing of Bid	12
5.5 SUBMISSION OF BIDS	12
5.5.1 The Bidder shall submit the Bid in two separate envelopes as below:	13
Outer Envelope: Envelope- I Technical Bid:	13
Envelope- I Tecnnical Bid: Envelope- II Financial Bid:	13
Envelope- Il Financial Bia:	1.3
5.7 Withdrawal of Bids5.7	
5.8. Opening of Technical Bid	
5.9. Examination of Technical Bid and Determination of Responsiveness of the same	
5.10. Opening of Financial Bids:	
5.11 Examination of Financial Bids and Determination of Responsiveness of Financial Bid	
5.12. Correction of Errors	
5.13. Evaluation and Comparison of Financial Bids	
5.14. Clarification of Bids	
5.15. Process to be Confidential	
Award of Contract:	17
5.16. Selection & Award Criteria	
5.17 Opening & Evaluation of Financial Proposals	
5.18. Authority's Right to accept any Bid and Reject any or all Bids	I
5.19 VALIDITY OF THE PROPOSAL:	$\dots I $
5.20 Letter of Intent	
6.0 TERMS OF REFERENCE & SCOPE OFWORK	18
6.1 Mobile App Development	
6.2 Search Technology	
6.3 Gang Analysis:	
6.4 Database Creation and Management	
6.5 Web Based MIS	
6.6 Data Security	20
6.7 User Activity Management System	
7.0 DELIVERABLES AND TIME SCHEDULES	2:
7.1.1 Deliverables and Time Schedules:	2
8.1 PAYMENT SCHEDULE	2.
8.1.1. Terms of Payment.	
8.1.2 Penalty for Delay	
· ·	
9. ELIGIBILITY CRITERIA	
10. EVALUATION AND SELECTION PROCESS	22
11 CELECTION METHOD	2:

12 TERMS AND CONDITIONS	25
13. CONTENTS OF PROPOSAL	24
14. TRANSMITTAL LETTER AND TITTLE PAGE	25
15. CLARIFICATIONS	25
16 AMENDMENTS OF RFP	25
Annexure I: Letter Comprising the Bid	26
Annexure II: Checklist of Submissions	
Annexure III: Details of Bidder	30
Annexure IV: Declaration	31
Annexure V: Financial Capacity of the Bidder	32
Annexure VI: Statement of Legal Capacity	33
Annexure VII: Price Bid (Financial Bid to be sealed in a separate envelope)	
Annexure VIII: Experience certificate for carrying out similar project in other state	
Annexure IX: IPR/ Patent in the related file	

(404

#### **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants 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 or an offer by the Authority to the prospective Applicants 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 includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the agency. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers 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 Applicant 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 Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any applicant 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.

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

The Authority 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 the Authority is bound to select an applicant or to appoint the Selected Applicant, as the case may be, for the agency and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant 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 the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

#### LETTER OF INVITATION

Dated:

Dear Sir/Madam:

Bihar Police invites proposals for "Selection of Agency for Developing PRAHAAR for BIHAR POLICE". Further details of the services requested are provided in the attached/enclosed Scope of Services/Terms of Reference.

Please note that while all the information and data regarding this RFP is to the best of Authority's knowledge accurate within the considerations of scoping the proposed project, the Authority holds no responsibility for the accuracy of this information and it is the responsibility of the Bidder to check the validity of data included in the document.

The RFP is issued to the Agency meeting the qualification and experience criteria mentioned in the RFP. RFP is also notified on our website: http://biharpolice.bih.nic.in

Yours sincerely,

AIG (Q), PHQ, Bihar, Patna

# 3.0 DATA SHEETS

1	Name of the Authority: DGP, Bihar.
2	Method of Selection: QCBS (Quality & Cost Based Selection)
3	Financial proposal to be submitted along with the Technical Proposal: Yes
4	Proposal should remain valid for 120 days from the proposal due date.
5	The Agency is required to include with its Proposal written confirmation of authorization to sign on behalf of the Agency: Yes
6	The Agency must submit the original copy of the Technical Proposal and one original copy of the Financial Proposal.
7	The Agencies are required to submit sealed Technical Proposal and separately sealed Financial proposal. Email submissions are not allowed. Two separately sealed envelopes containing 'Technical Proposal' and 'Financial Proposal' shall be kept in a third envelope. This envelope will be sealed and should be marked properly indicating the contents, "Selection of Agency for Developing PRAHAAR software for BIHAR POLICE". The name of the Agency submitting the proposal must also be clearly indicated on the envelope. Each proposal (Technical and Financial separately) shall be serially numbered.
8	An Earnest Money Deposit (EMD) must be submitted: YES, along with the Bid Proposal
9	The Amount for EMD:₹25 Thousand (Rupees Twenty-five thousand only)
10	Format for EMD: Bank Draft drawn in favour of "AIG (Q), Bihar, Patna" payable at Patna.
11	EMD will be returned not later than 120 days from Proposal Due Date, except in case of the 2 Ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon completion of the proposed assignment. Bids not accompanied by the EMD shall be rejected.
12	All correspondence shall be addressed to: AIG (Q), Bihar, Patna, Bihar-800015 Tele: 0612-2215363 Website: http://biharpolice.bih.nic.in

# **Schedule of Bidding Process**

Applying firms shall endeavor to adhere to the following bidding schedule:

S. No	Event Description	Estimated Date/Time				
1	Issue of Bid Documents	-				
2	Last date for receiving queries	-				
3	Bid Due Date	-				
4	Opening of Technical Bids	-				
5	Presentation	Will be informed to successful bidders.				
6	Opening of Financial Bids	Will be informed to successful bidders.				

#### 4.0 INTRODUCTION

PRAHAAR (Police Research Application for Higher Analysis &Actionable Research) will be an advanced AI technology developed to enroll and identify any criminal uniquely through Facial recognition, advance textual search, Gang analysis, phonetic search etc. The technology will be made accessible through a unique mobile application named "PRAHAAR". Also, an app-based interface has to be developed to make the overall criminal registration and search system simplified and accessible to the end police personnel. PRAHAAR will also have web-based interface which will provide the admin control to the nodal agency to add, delete users, data and observe the different users' activities.

#### **Project Objectives**

The objective of the software Application is to build an automated system intelligently secured by AI algorithms that will enable the governed bodies and police authorities to identify criminals. This will be done on the basis of accumulation of combination of smart information related to facial recognition, biometric datasets, past records etc. obtained from different sources.

#### 5.0 REQUEST FOR CLARIFICATION:

Agency may request a clarification on any of the bid documents up to the number of days indicated in the Data Sheet before the submission date of the Proposal. Any request for clarification must be sent in writing by electronic mail at the address indicated in the Data Sheet. Bihar Police will respond by electronic mail to such requests. At any time before the submission of Proposals, Bihar Police may, for any reason, whether at its own initiative or in response to a clarification request by an invited firm, modify the bid documents (RFP) by amendment. The amendment will be - published on their website. Bihar Police may, at its discretion, extend the deadline for the submission of Proposals.

#### BRIEF DESCRIPTION OF THE SELECTION PROCESS:

The Authority has adopted a **Single-Stage**, **Two Envelope** bidding process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Project assignment. The *first stage* of the evaluation (the "**Qualification-Technical Proposal Stage**") of the process involves **Qualification** (Financial Capability, Experience and Agency) of interested parties (the "**Bidder**"), in accordance with the provisions of this RFP.

At the end of first stage, the Authority will announce a list of all pre-qualified Bidders who are qualified and eligible for evaluation in the Second stage (The Financial Proposal Stage) and whose financial bids can be opened and evaluated in accordance with the provisions of the RFP. The Financial Bids of all the short listed/qualified bidders will be opened on a pre-decided date and time. All qualified bidders will be invited to the opening of financial bids.

The Bidder will be selected on the basis of QCBS (Quality and Cost Based Selection) Method.

A Bidder is required to deposit, along with its Bid, an Earnest Money Deposit (EMD) that will be converted into performance security for the selected firm/ agency, equivalent to an amount of ₹25 thousand (Rupees Twenty-five thousand only) for the Project. The EMD shall be refundable to unsuccessful bidders not later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the selected Agency Firm/ Agency the EMD shall be retained till it has provided the Performance Security under the Agreement. The Bidders will provide EMD in the form of a demand draft drawn on any Nationalized/Scheduled Bank, acceptable to the Authority.

The Bid shall be summarily rejected if it is not accompanied by the requisite EMD of ₹25 thousand (Rupees Twenty-five thousand only)

# 5.1 REQUEST FOR PROPOSAL (RFP):

The Authority, through this Request for Proposal (RFP) invites proposals (The "Proposals") from interested Agency meeting the Eligibility Criteria as set forth in the

RFP for the "Selection of Agency for Developing PRAHAAR software for BIHAR POLICE". The Authority intends to select the Agency through an open competitive bidding in accordance with the Procedure set out herein.

#### 5.2 AVAILABILITY OF RFP DOCUMENT:

The document can be downloaded from the official website of the Authority http://biharpolice.bih.nic.in.

# 5.3 EARNEST MONEY DEPOSIT (EMD)/ PERFORMANCE SECURITY:

- 5.3.1 The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD)that will be converted into performance security for successful bidder, equivalent to an amount of ₹25 Thousand (Rupees Twenty-five thousand only) by way of a demand draft drawn on a Scheduled Commercial Bank in favor of AIG (Q, Bihar, and payable at Patna. The EMD shall be refundable to unsuccessful bidder not later than 120 (one hundred and twenty) days from the Bid Due Date, except in the case of the successful Bidder.
- 5.3.2 Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.
- 5.3.3 The EMD of unsuccessful Bidders will be returned without any interest.
- 5.3.4 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:
  - b) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - c) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
  - d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
  - e) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to:
    - I. To sign and return the duplicate copy of LOI
    - II. Sign the agreement
  - f) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

# 5.4. Format and Signing of Bid

- 5.4.1 The Bidder shall prepare one original copy of the documents comprising the Bid as described in the RFP. The Bidder bidding for the project has to submit Technical & Financial Bid of the Project along with all relevant required documents and EMD
- 5.4.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 5.4.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons bidder to sign the Bid.
- 5.4.4 The Bid document shall be in serial number and properly arranged.

#### 5.5 SUBMISSION OF BIDS

Sealing and Marking of Bids

**5.5.1** The Bidder shall submit the Bid in two separate envelopes as below:

Envelope I: Technical Bid

Envelope II: Financial Bid

- 5.5.2 The inner and outer envelopes shall
  - a) Bear the following identification: Technical and Financial Bid, as the case may be, for the "Selection of Agency for Developing PRAHAAR Software for BIHAR POLICE".
  - b) Indicate the name and address of the Bidder.
  - c) The bid should be addressed and sent to address as mentioned earlier or physically dropped in the drop box.
- 5.5.3 If the outer envelope is not sealed and marked as above, the Authority will assume no responsibility for them.

The Technical & Financial Bid shall be sealed in separate envelopes (Envelopes I &II) and the sealed Technical & Financial Bid envelops (Envelopes I &II) shall be put in an outer envelope and sealed. The envelopes shall be respectively marked as follows: -

# Outer Envelope:

Bids for the "Selection of Agency for Developing PRAHAAR software for BIHARPOLICE."

#### **Envelope- I Technical Bid:**

Technical Bid for the "Selection of Agency for Developing PRAHAAR for BIHAR POLICE."

The Envelope I marked as 'Technical Bid' shall contain the following:

- I. Earnest Money Deposit in a separate sealed envelope marked "EMD"
- II. Documents listed in annexure should be submitted.

## **Envelope- II Financial Bid:**

The Bidder shall submit its Financial Bid in the format specified at Annexure, and seal it in Envelope II and mark it as "Selection of Agency for Developing PRAHAAR for BIHAR POLICE. The two inner envelopes (Envelopes I &II) marked as 'Technical Bid' and Financial Bid' shall be enclosed in an outer envelope and sealed.

#### 5.6. Late Bids

5.6.1 Any Bid received by the Authority after the Bid Due Date will not be accepted unopened to the Bidder.

#### 5.7 Withdrawal of Bids

- 5.7.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 5.7.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate and be sent to the authority at the address as mentioned in the RFP.
- 5.7.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded. The Bidder shall submit its Financial Bid in the format specified in the RFP, and seal it in Envelope II and mark it as "Financial Bid for the "Selection of Agency for Developing PRAHAAR software for BIHAR POLICE". The two inner envelopes (Envelopes I &II) marked as 'Technical Bid' and Financial Bid' shall be enclosed in an outer envelope and sealed. The Original Bid should be clearly marked as original. Technical and Financial Bid, as the case may be, for the "Selection of Agency for Developing PRAHAAR software for BIHAR POLICE"

## 5.8. Opening of Technical Bid

5.8.1 The Authority will open the outer envelope of all the Bids received (except those received late) containing the sealed Technical Bid and the sealed Financial Bid and announce the names of (I) Bidders, who have given notice for withdrawal of their Bids in the presence of Bidders or their representatives who choose to attend on the date and time mentioned in the RFP. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.

5.8.2 Bids for which acceptable notice of withdrawal has been submitted shall not be opened and shall be returned.

5.8.3 Envelopes marked Technical Bid of other Bidders shall then be opened. Bidder's names, the presence/or absence of EMD, the amount and validity of EMD furnished with each Bid and such other details, as the Authority may consider appropriate will be announced by the Authority at the opening.

5.8.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

5.8.5 The sealed envelope containing the Financial Bid shall not be opened at this stage.

# 5.9. Examination of Technical Bid and Determination of Responsiveness of the same

5.9.1 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD.

5.9.2 If the EMD furnished does not confirm to the amount and validity period as specified in this RFP document and has not been furnished in the form specified in the RFP, the Bid shall be rejected by the Authority as non-responsive.

5.9.3 Subject to confirmation of the EMD by the issuing bank, the Technical Bid accompanied with valid EMD will be taken up for determination of responsiveness of the Bid in terms hereof. In case, the Bank does not confirm the EMD, the Bid shall be rejected as non-responsive and no further evaluation shall be carried out.

5.9.4 Test of Responsiveness- Prior to evaluation of Bids, the Authority shall determine whether each bid is responsive to the requirements of the RFP. A bid shall be considered responsive only if;

- a) It is received in as per the formats provided in the RFP at Annexure-I to Annexure-X
- b) it is received by the Bid due date including any extension thereof
- c) it is duly signed, hard bound and marked as stipulated in the RFP
- d) it is accompanied by EMD as stipulated specified in this RFP
- e) it is accompanied by the Power of Attorney as specified in the RFP
- f) it contains all the information and documents (complete in all respect) as required in the RFP and/or bidding document (in the same format as those specified)

- g) it does not contain any conditions or qualifications, and
- h) it is non-responsive thereof;
- i) it contains certificates from its statutory auditors in the formats as specified

5.9.5 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require.

5.9.6 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.

5.9.7 The Authority shall inform, by fax, the Bidders, whose Technical Bid is found to be responsive and who are short listed based on qualification criteria as detailed out in the RFP, the date, time and place of opening of Financial Bid as specified in the RFP. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.

5.9.8 The Financial Bids of those Bidders whose Technical Bids are determined to be non-responsive or not substantially responsive pursuant to this Clause will be returned unopened to the Bidders.

#### **5.10.** Opening of Financial Bids:

5.10.1 The Authority will open the envelope marked 'Financial Bid' of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with the RFP and determined to fulfil the qualification criteria as detailed out in the RFP, in presence of the Bidders or their representatives who choose to attend on the date intimated to such Bidders. In the event of specified date of Financial Bid opening being declared a holiday for The Authority, the 'Financial Bids' shall be opened at the appointed time and location on the next working day.

5.10.2 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

#### 5.11 Examination of Financial Bids and Determination of Responsiveness of Financial Bid

- 5.11.1 Bihar Police will determine responsiveness of each Financial Bid in accordance with the price quoted.
- 5.11.2 A substantially responsive Financial Bid is one which confirms to all the terms, conditions and specifications of the bidding documents.
- 5.11.3 If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the

Bid of such Bidder shall be rejected by Bihar Police and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

#### 5.12. Correction of Errors

- 5.12.1 Financial Bids determined to be substantially responsive will be checked by Bihar Police for any arithmetic errors. Arithmetic errors will be rectified on the following basis: -
- i) Where there is a discrepancy between the amount quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures to the extent of such discrepancy.
- 5.12.2 The amount stated in the Financial Bid will be adjusted by Bihar Police 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 Bid, his Bid will be rejected, and his EMD may be forfeited.

# 5.13. Evaluation and Comparison of Financial Bids

- 5.13.1 Bihar Police will evaluate and compare only those Financial Bids which are determined to be substantially responsive.
- 5.13.2 In evaluating the Financial Bids, Bihar Police will determine for each Financial Bid the amount quoted by the Bidder.

#### 5.14. Clarification of Bids

- 5.14.1 To assist in the examination, evaluation and comparison of Bids Bihar Police may, at its discretion, ask any Bidder for authentication the correctness of the information/details furnished by him in his Bid. Such request by Bihar Police and the response by Bidder shall be in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by Bihar Police in the evaluation of the Bids.
- 5.14.2 Subject to Sub Clause 5.14.1 no Bidders shall contact Bihar Police on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.
- 5.14.3 Any effort by the Bidder to influence Bihar Police in the Bihar Police's Bid evaluation, bid comparison or contract award decisions may result in the rejection of his Bid.

#### 5.15. Process to be Confidential

5.15.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory

entity and/ or the Authority or as may be required by law or in connection with any legal process.

#### Award of Contract:

\*

#### 5.16. Selection & Award Criteria

5.16.1 The evaluation committee shall evaluate the Technical Proposals on the basis of responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the tender. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the tender.

5.16.2 The Client shall evaluate each technical proposal taking into account several criteria. Each criterion shall be marked on a scale of 1 to 100. Then the total points shall be weighted to become scores.

The points and the criterion have been specified in the RFP.

5.16.3 The ratio of weight towards quality and cost shall be 75: 25. The bidders are required to score minimum 60 technical points (quality) to qualify for opening of financial proposal.

5.16.4 On the basis of technical assessment which includes presentation, the financial bids shall be opened.

5.16.5 Basis the marks scored by the bidders in the technical and financial rating, the work shall be allotted to the agency scoring the highest marks in total of technical & financial bid.

## 5.17 Opening & Evaluation of Financial Proposals

After the technical evaluation (quality) is completed, the Client shall notify those agencies whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR and the financial proposals of such bidders will be returned unopened after the signature of the contract.

The Client shall simultaneously notify the agencies that have secured the minimum qualifying mark, the date, time and place set for opening the financial proposals or as mentioned in the RFP, to enable the agencies to attend the opening of the financial proposals. The financial proposals shall be opened in the presence of representatives of the agencies who choose to attend.

The successful bidder shall be the bidder having the combined highest score of technical & financial bid. In the event two or more bidder has same score in the final ranking, the bidder with higher/highest technical score shall be considered as successful bidder. In the case two or more bidder have same score in the final ranking and technical score, the bidder with higher/ highest turnover in preceding year shall be considered as successful bidder. The firm obtaining the highest total score shall be the successful agency.

## 5.18. Authority's Right to accept any Bid and Reject any or all Bids

5.18.1 Notwithstanding anything contained in Clause 5.16, Bihar Police reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, 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 the Bihar Police's action.

#### **5.19** VALIDITY OF THE PROPOSAL:

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (PDD).

#### 5.20 Letter of Intent

After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the Agency shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Agency is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as loss and damage suffered by the Authority on account of failure of the Agency to acknowledge the LOI, and the Authority may initiate the bidding process again for the other Qualified Bidders or may annul the bidding process and take steps to start a fresh bidding process. After acknowledgement of the LOI as aforesaid by the Agency, it shall cause the Bidder to execute the Agreement. The Agency shall not be entitled to seek any deviation, modification or amendment in the Agreement.

# 6.0 TERMS OF REFERENCE & SCOPE OFWORK

The Scope of Work of the service provider is to provide the Department of Bihar Police a comprehensive application named as PRAHAAR to identify and catch criminals of the said state. The scope which is broadly covered under the development of the application will be as follows:

- PRAHAAR app development for android platform
- Development of web-based administration system
- Management of Database
- Management and updating software.

The technology of PRAHAAR will have the following characteristics:

#### **6.1 Mobile App Development**

This will be a one-time procedure. An Android based mobile application which will be named PRAHAAR should have following components:

- **A.** UI /UX development of PRAHAAR: A uniform and simplified UI should be developed, which can assist the end user to utilize the different software component related to PRAHAAR intuitively.
- B. Criminal record creation and search module development: PRAHAAR should have mechanism to create criminal records. It should assist the user to capture different textual and facial image data and amalgamate them through advanced artificial intelligence mechanism to create unique criminal record. Further, a separate search module should also be incorporated to perform search on recorded data.
- **c.** Offline data collection and sync module: The offline data collection module should be incorporated in PRAHAAR to collect the data from those areas where there is shortage or blockage of mobile network coverage. The mobile application should store the data locally and once the network is available, it should be able to sync the data to the centralized server.

#### 6.2 Search Technology

- **A. Text search:** PRAHAAR mobile application should support both advanced image search technology as well as basic textual search. The text search should be comprised of two basic components:
- Basic Search
- Advanced Search
  - The Basic Search will provide the user the capability to search for the criminal based on basic information like name, id, address, FIR etc. On the other hand the Advanced Search should assist the user to search for the criminal on criminal category, area of offence, area of FIR etc.
- **B.** AI powered Phonetic Search: Different users may spell the same name differently and applying search query for such cases is cumbersome. Phonetic Search technology should be present in PRAHAAR to handle such cases where even if the name of the same person is spelt differently, the search query should be able to search for the name having both spellings.
- C. Image search: The image search module should assist the end user to search for the criminal through advanced facial search module. The image can be captured either through the mobile camera or image gallery of the phone. The search would be performed on frontal facial image of good quality. The AI technology involved in PRAHAAR should be capable of being trained and upgraded at the time of data creation and would need continuous technical support.
- **6.3 Gang Analysis:** The technology should also assist the user to analyses the connection amongst different criminals by utilizing advanced data analysis technology which would work using the concept of natural language understanding.
- **6.4 Database Creation and Management:** The data collection in PRAHAAR should be focused towards those points which can uniquely identify given criminals. PRAHAAR will collect two types of criminal data: -
  - Text centric data will be collected under following categories:
  - Basic information
  - Identity proof
  - Category of criminal
  - Types of offence
  - Area of offence
  - FIR Details
  - Facial image: Minimum three images required of the criminal
    - Frontal view
    - Right Side view
    - Left Side View

The above-mentioned data points collected from mobile phones should be fused together to create a unique digital profile of the said person/criminal in real time and enlisted in centralized database, which can then later be used to identify a particular criminal uniquely.

# 6.5 Web Based MIS: The centralized web panel/Dashboard will cover following component:

- Criminal's data management panel
- User management Panel
- Adding and managing user for PRAHAAR mobile application
- Adding miscellaneous parameters for app
- Empirical data management system
- Analytics related to PRAHAAR mobile application
- Managing missing information
- Observation panel of and provide authorization to the end user
- Identifying similar profile

# 6.6 Data Security: PRAHAAR data should be secured at both:

At Data Transmission and Storage Level:

- SSH keys
- SSL/TLS encryption
- Server Firewalls

#### At Data Access Level:

The accessibility of both app and panel should be provided to only those police personals who has been given access through central administration panel managed by the designated admin. An OTP based login will be incorporated in the app to allow only authorized user to use the PRAHAAR mobile application.

Following level of access permission should be placed in the PRAHAAR:

- I. Basic level user should be able to login through his/her mobile phone number registered with central admin and be able to only perform the "basic search" through app.
- II. Data Feeder level user should be able to enlist new profile to the database.
- III. Advance level user should be able to perform "advanced search" i.e. throughout the database with no restrictions.
- IV. Sub Admin level user should have the permission to add criminal, edit the details, perform both basic and advanced search. Also, he should be able to access the centralized panel to view the criminal record and user details.
- V. Admin level user should be able to perform all the tasks which a sub-admin user can perform and should be responsible for giving different rights to the different kinds of users. Super Admin should be able to also soft delete and add new criminal/missing person in the web panel as well as in the mobile application.

# 6.7 User Activity Management System

All the activities performed by above mentioned users should be managed through separate service on the web panel which records different information as follows:

- Record login time
- Record addition of criminal
- Record edit of criminal record
- Record search queries performed by a given user

# 7.0 DELIVERABLES AND TIME SCHEDULES

# 7.1.1 Deliverables and Time Schedules:

As per contract.

#### **8.1 PAYMENT SCHEDULE**

## 8.1.1. Terms of Payment

After completion of satisfactory work.

## 8.1.2 Penalty for Delay

If the Publishing agency fails to supply PRAHAAR within the stipulated period, then penalty @ 1% of contract value per week will be charged as penalty charge beyond extension period if any, allowed by Bihar Police. The quoted fee shall include all expenses, whatsoever, such as all out of pocket expenses etc. to be incurred by the firm/Agency to complete the assignment. GST & all the other Tax as applicable shall be added by the Agency firm/Agency on total Fee. (Financial quote).

# 9. ELIGIBILITY CRITERIA

- 1. Agency must have carried out such similar assignment in the past.
- 2. Agency must have been in operation for a minimum period of 03 years in developing similar solution as required in PRAHAAR.
- 3. Artificial intelligence expertise:
  - Agency must have expertise in AI related software development.
  - Agency should have been granted Indian patents in the field of AI.

# 10. EVALUATION AND SELECTION PROCESS

The evaluation of Technical Proposal will be made on the basis of Eligibility criteria, Project team and the presentation of the Agency. The bidders are required to score minimum 50 technical points to qualify the technical bid on the following criteria:

S. No.	Parameters	Maximum Marks
1	Agency should already have expertise in developing Android and web-based software development.	20
	Already should have developed PRAHAAR like technology for other police agency at the national /State level	
2	/State level	40
4	Agency should be having Artificial Intelligence expertise (possess the patents in the area)	20
5	Presentation: Technical expertise, ease of use of software, UI and UX, software architecture.	20
_ ,	TOTAL	100

The Agency, which does not possess the required qualifications and experience, will not be considered for opening of Financial Proposal. The authority reserves the right to judge, appraise, and reject any or all proposals.

#### 11. SELECTION METHOD

- 1. The authority would select the agency based on the eligibility criteria and submitted presentation.
- 2. Selection procedure would give 25% weight age to financial bid and 75% to technical bid.
- 3. On the basis of technical assessment which includes presentation, the financial bids of the agencies will be opened.

The agency which scores the highest aggregate marks, after adding the scores for the technical and financial evaluation, will be awarded the contract for work.

#### 12 TERMS ANDCONDITIONS

- 1. Any new features & functionalities will not be part of support and scope of this project.
- 2. All the hardware, software and server related support will be provided on Annual renewal basis.
- 3. Security of complete database will be sole responsibility of vender. Agency will protect it from hacking, theft, any natural or manmade disaster. Vender will maintain a separate copy of database on daily basis for recovery at separate location. And hence agency will not provide the data to any other agency until unless it received the letter from DGP of Bihar police
- 4. In case of any hacking or attempt to distort database will be responsibility of agency. Agency will provide round the clock support to this software.
- 5. The Applicant(s) shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- 6. All documents submitted by the Applicant(s) will be treated as confidential and will not be returned to Applicant(s).
- 7. Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s).
- 8. Authority also reserves the right not to award or enter into any contract or agreement with any Applicant(s) and may terminate the procurement process at any time without there by incurring any liability to any Applicant.
- 9. Failure by any Applicant(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the Applicant's proposal in its entirety.

- 10. Applicants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Applicant or termination of its Contract at any stage.
- 11. Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the Agency the appropriate tax deduction certificate evidencing payment of such taxes.
- 12. The Agency shall submit to Authority one (1) copy of the final output envisaged in the Scope of Services including the RFP and the Agreement.
- 13. Once submitted, the proposal, including the composition of the team, cannot be altered without the prior written consent of the Authority
- 14. The applicant has to submit an Earnest Money Deposit (EMD) of ₹ 25 Thousand (Rupees Twenty-five thousand only) in the form of Bank Draft drawn in favor of "AIG (Q, Bihar, Patna, Payable at Patna.
- 15. The publisher has to present the sample copy of the PRAHAAR to the AIG (Q), Bihar for approval before printing the entire Job.

#### 13. CONTENTS OF PROPOSAL

- 13.1The proposal should be submitted as follows: -
  - -Technical Proposal: In one original copy.
  - -Financial Proposal:-In one original copy in the prescribed formats as under:
  - -Technical/Qualification Proposal

Annexure I: Letter Comprising the Bid

**Annexure II: Checklist of Submissions** 

Annexure III: Details of Bidder

**Annexure IV: DECLARATION** 

Annexure V: Financial Capacity of the Bidder

Annexure VI: Statement of Legal Capacity

Annexure VII: Price Bid (Financial Bid)

Annexure VIII: Experience certificate for carrying out similar project in other state

Annexure IX: IPR/ Patent in the related field.

# [RFP for the "PRAHAAR Software" for Bihar Police]

# 14. TRANSMITTAL LETTER AND TITTLE PAGE

Include a transmittal letter containing a brief statement of the respondent's understanding of the work to be done and an indication of positive interest in performing this work for Authority.

### 15. CLARIFICATIONS

- 15.1 Bidders requiring any clarification on the RFP may notify Bihar Police in writing or by e-mail in accordance with the RFP. They should send in their queries before the date specified in the schedule of Bidding Process contained in the RFP. Bihar Police shall endeavour to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date. The responses will be sent by e-mail.
- 15.2 Bihar Police shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, Bihar Police reserves the right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Bihar Police to respond to any question or to provide any clarification. Bihar Police shall not take any responsibility for postal or any other delay in response.
- 15.3 Bihar Police may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Bihar Police shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on Bihar Police.

#### 16 AMENDMENTS OF RFP

- 16.1 At any time prior to the deadline for submission of RFP, Authority may, for any reason, whatsoever at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addendum.
- 16.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFP. All such amendments/addenda will become part of the bidding document.
- 16.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

## Annexure I: Letter Comprising the Bid

Ref.	
Date:	
То,	
The AIG (Q),	

Ŧ

Sub: - Application & bid for the project Selection of Agency for Developing PRAHAAR Software for BIHAR POLICE.

Dear Sir,

Being duly bidder to represent and act on behalf of (hereinafter referred as the "Bidder") and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the Selection of Agency for Developing PRAHAAR Software for BIHAR POLICE.

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

- 1. The Proposal is being submitted by  $M/s * ... + (name \ of \ the \ Bidder)$ , accordance with the conditions stipulated in the RFP.
- 2. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority.
- 3. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

4. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.

#### **5.** I/ We declare that:

- a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
- b. I/We do not have any conflict of interest in accordance with the RFP document; and
- c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and
- **6.** I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
- 8. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
- 9. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

  10. In the event of me being declared as the Preferred Bidder, I agree to enter into an Authorization Agreement. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 11. I have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or

information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Authorization.

- 12. The amount has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.
- 13. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project/AuthorizationisnotawardedtomeorourBidisnotopenedorrejected.
- **14.** I agree and undertake to abide by all the terms and conditions of the RFP document which inter alia includes payment of Project and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the RFP.
- **15.** We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal Due Date.

16.	I/we	offer	an I	∃arnest	Money	Deposit	(EMD)	of <b>Rs.25</b>	thousar	ıd (Rupee	s Twenty-five
thou	ısand	only)	to t	he auth	ority in	the term	of dema	and Draf	t Noda	ited	and issued by
the 1	bank <sub>-</sub>			in fa	avour of	·	payable	at Patna.	•		

17. I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document.

I nanking	ou,
Yours Sinc	erely,
Date:	
Place:	

For and on behalf of: (name of the Bidder and the Agency Seal)

**Signature:** (Bidder Representative & Signatory)

Name of the Person:

**Designation** 

# **Annexure II: Checklist of Submissions**

S. No	Enclosures to the Technical & Price Bid	Status (Submitted/ Not Submitted)	Comment s, if any
1	Details of DD for Purchase of Tender Document		
2	Covering Letter		
3	Details of Bidder		
4	Technical Capacity (Experience) of the bidder		
5	Turnover (Financial Capacity) of the bidder		
6	Statement of Legal Capacity		
7	Details of EMD		
8	Bid document along with addendum duly signed by Bidder signatory and stamped.		
9	Price Bid Letter and submissions in line with the RFP requirements		
10	Experience certificates for similar project.		

# [RFP for the "PRAHAAR Software" for Bihar Police]

# **Annexure III: Details of Bidder**

1	Name of the Organization	
2	Name of the authorized person	
3	Address & contact Numbers	
4	Year of establishment	
5	Status of the firm (whether Pvt. Ltd. Agency/ Public Ltd. Agency/ partnership firm/Proprietary)	
6	Names of Directors/ Partners/Proprietor	
7	Whether registered with registrar of companies/ firms – mention number and date with proof	
8	Whether registered with Service Tax number and date. Also furnish copies of sales tax number allotted earlier.	
9	Whether registered for GST. Also furnish copies of GST number allotted	
10	Mention PAN, furnish copy of last income tax return.	
11	Whether empaneled with other Government organizations. If so give names of organizations with the details of supply.	
12	3 years Annual Turnover (Furnish copy of Balance Sheet)	
13	EMD Details: DD Number/ Bank/ Name/Date	
14	Any other information	

#### **Annexure IV: Declaration**

- 1. I / We have read the instructions appended to the Performa and I/We understand that if any false information is detected at a later date, any contract made between ourselves and Bihar Police on the basis of the information given by me/us can be treated as invalid by the Bihar Police and I / We will be solely responsible for the consequences.
- 2. I/We agree that the decision of Bihar Police in selection of contractors will be final and binding tome/us.
- 3. All the information furnished by me/us hereinabove is correct to the best of my/our knowledge and belief.
- 4. I/We agree that I/We have no objection if enquiries are made about the work listed by me /us hereinabove.

Place.
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Date.

SIGNATURE:

Name & Designation & seal of the Agency

# Annexure V: Financial Capacity of the Bidder

Year	Name Bidder	of the	Net worth (Rs. in Lakhs)	Annual Turnover for preceding three Financial Years
2015-16				(Rs. in Lakhs)
2016-17				
2017-18				
TOTAL		-	1	
				-

## Instructions:

- 1. Audited report of the balance sheet of the last three financial years of the Bidder. The financial statements shall:
- a) be audited by a statutory auditor;
- b) be complete, including all notes to the financial statements and
- c) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

# Annexure VI: Statement of Legal Capacity

(To	be	forwarded	on	the	letterhead	of	the	Bidder)	)
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Ref. Date:

To,

AIG (Q), Bihar, Patna.

Sub: Bid for "Selection of Agency for Developing PRAHAAR Software for BIHAR POLICE".

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document. We have agreed that (Insert individual's name) will act as our representative and has been duly bidder to submit the RFP. Further, the bidder signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of Bidder Signatory AFFIX STAMP

## Annexure VII: Price Bid (Financial Bid to be sealed in a separate envelope)

## FINANCIAL BID FOR PRAHAAR for BIHAR POLICE

Sub: Proposal for Study, Design, Development, Implementation & Support for Web Based Electronic Automated Communication System

Ref. Date:

To,

AIG (Q),

Bihar, Patna.

Dear Sir,

We, the undersigned, offer to provide above service in accordance with your RFP. Our financial proposal for project is given as below:

# 1.1 A: CAPEX

Sl. No	Description	Price*
1	Design Develop & Implementation of Software Application with Mobile Application	
	Total	

#### 1.2 B: OPEX

Sl. No	Name of the Service	Qty.	Unit Cost Per Month	Duration	Total Cost *
1	Annual Maintenance of PRAHAAR Application	1		24 Months	
				Total	

<sup>\*</sup> All the prices quoted are inclusive of all taxes.

#### 1.3Total Quoted Price:

Resource	Total Cost (₹)
Capital Expenditure (CAPEX: A)	
Total Amount of (OPEX: B)	
Total Project Cost (A + B)	

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Words.....

Our financial proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e. 180 (days). We undertake in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely Prevention of Corruption Act 1988. We understand that you are not bound to accept any proposal you receive. The total (inclusive of all taxes) of financial bid shall be taken into consideration for selection of implementing agency.

Yours faithfully, (Authorized Signatory)

Date:

Name:

**Designation:** 

Annexure VIII: Experience certificate for carrying out similar project in other state

Annexure IX: IPR/ Patent in the related file