

**Department of Women and Child Development & NIC, Karnataka**

Standard Request for Proposals

for

Design, Development, Implementation and Support

of

Juvenile Justice Automation (E-JUST)

Instructions to Bidders,

Statement of work and Standard Contract and JJ Application Overview &  
Requirements

May 31, 2010

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## 1 Letter of Invitation

Director, Department of Women and Child Development  
MS Building, Bangalore – 560 001

Dear Bidder

1. The Child Protection Unit, Department of Women and Child Development and NIC, Karnataka, invites proposals from reputed and experienced Application Software Development companies / Agencies to provide Application Software Development, Implementation & Support Services for: designing, developing, testing, supporting Juvenile Justice Automation (E-Just). More details on the scope of work and services expected from the Bidder are provided in the Section: Statement of Work in this RFP document. Your company / agency is now invited to submit your proposal as per the attached RFP document.

2. A company / agency will be selected under Quality-and Cost-Based Selection (QCBS) procedures described in this RFP.

3. The RFP includes the following documents: Instructions to Bidders, Statement of Work, & Standard Contract and Software requirement specifications.

Volume 1

1. Letter of Invitation
2. Instruction to Bidders (including Data Sheet)
3. Pre-Qualification - Standard Forms
4. Technical Proposal - Standard Forms
5. Financial Proposal - Standard Forms
6. Statement of Work
7. Standard Form of Contract
8. JJ Automation Application Overview & Requirements

Volume 2

1. E-Just Software requirements

Please inform us that you have received the letter of invitation and RFP ; and whether your organization will submit a proposal.

## **2 Instructions to Bidders**

### **2.1 Definitions**

- (a) "Employer" means the agency with which the selected Bidder signs the Contract for the Services. In this project, the 'Employer' is the DWCD & NIC, Bangalore.
- (b) "Bidder" means any entity or person that may provide or provides the Services to the Employer under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Data Sheet" means such part of the Instructions to Bidders used to reflect specific assignment conditions.
- (e) "Day" means calendar day.
- (f) "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Proposals.
- (g) "LOI" (Part 1 of this document) means the Letter of Invitation being sent by the Employer to the Bidders.
- (h) "Personnel" means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof;
- (i) "Proposal" means the Pre-Qualification, Technical Proposal and the Financial Proposal.
- (j) "RFP" means the Request for Proposal to be or is prepared by the Employer for the selection of Bidders
- (k) "Assignment / job / work order" means the work to be performed by the Bidder pursuant to the Contract.
- (l) "Statement of Work" (SOW) means the document included in this document, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the assignment.
- (m) "E-JUST" means the complete Application Software as envisioned in the SOW

(n) "EC" means the Evaluation Committee formed by the Employer

## 2.2 Introduction

2.2.1 The CPU-DWCD & NIC will select an Application Development , Implementation and Support Agency which must be a company/ agency (the Bidder), in accordance with the method of selection specified in the Data Sheet.

2.2.2 The name of the assignment/ job has been mentioned in Data Sheet. Detailed scope of the assignment/ job based on requirements study has been described in the SOW in this document.

2.2.3 The date, time, and address for submission of the proposals has been given in Data Sheet

2.2.4 Interested Bidders are invited to submit and present Pre-Qualification, Technical Proposal and a Financial Proposal, for Application Development, Implementation & Support Services required for the assignment named in the Data Sheet. The proposal, technical presentation, and any clarifications provided by the Bidder along with the Statement of Work provided in the RFP will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.

2.2.5 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals.

2.2.6 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.

2.2.7 Unfair Advantage: If a Bidder could derive a competitive advantage from having provided services related to the assignment in question, the Employer shall make available to all other Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

2.2.8 Fraud and Corruption: It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.

The Employer:

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the EC, in the selection process or in contract execution;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

(b) will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

2.2.9 The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

2.2.10 Only one Proposal: A Bidder shall submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

2.2.11 Proposal Validity: The Data Sheet to Bidder indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall ensure that they maintain the availability of the Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals, under such circumstances, the Employer shall not consider such proposal for further evaluation.

2.2.12 The Employer shall select a single company as defined in the “Companies Act of 1956” or an NGO working in IT applications for social causes for the execution of this contract and any sub-bidders, contractors, joint-ventures, partnerships or consortiums shall not be allowed.

## **2.3 Clarification and Amendment of RFP Document**

2.3.1 Bidders may request a clarification in the RFP document up to the number of days indicated or the date indicated in the Data Sheet before the proposal submission date. Any request for



clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Data Sheet. The Employer will respond in writing by standard electronic means of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.3.2.

- 2.3.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## **2.4 Preparation of Proposals**

- 2.7.1 The Proposal, as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English.
- 2.7.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP and Requirements Document. Material deficiencies in providing the information requested may result in rejection of a Proposal. The Proposal consists of 3 parts (i) Pre-Qualification Proposal (ii) Technical Proposal and (iii) Financial Proposal.
- 2.7.3 While preparing the Pre-Qualification Proposal and Technical Proposal, Bidders must give particular attention to the following:
- (a) If a Bidder considers that it may enhance its expertise for the assignment by associating with individual experts it may do so for performance and security architecture and engineers. If so associated, the personnel shall be full-time on the project.
  - (b) The Proposal shall be based on the number of Professional staff-months/ tenure or budget independently estimated by the Bidders. While making the proposal, the Bidder must ensure that it proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
  - (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - (d) Documents to be issued by the Bidders as part of this assignment must be in English language

Pre-Qualification Proposal and Technical Proposal Format and Content

- 2.7.4 Bidders are required to submit the Pre-Qualification proposal and the Full Technical Proposal (FTP). The Data Sheet indicates the format of the Pre-Qualification Proposal and Technical Proposal to be submitted.
- 2.7.5 The Pre-Qualification Proposal shall provide the information as required in Data Sheet using the attached Standard Forms .

The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Form.

- (a) For the FTP: a brief description of the Bidders' organization and an outline of recent experience of the Bidders on assignments of a similar nature are required in Form TECH-2 of Section 4. For each relevant assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, contract amount, and Bidder's involvement. Assignments completed by individual Professional staff working privately or through agencies cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Employer.
- (b) For the FTP: comments and suggestions on the Statement of Work including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for office space, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 4). Bidders should be able to substantiate the experience claimed in their proposal and must submit Letter of Award / Copy of Contract for all assignments mentioned in the proposal.
- (c) For the FTP, a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 4. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 4) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team to be engaged in this assignment by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 4).

- (e) Estimates of the staff input (staff-months of professionals) needed to carry out the assignment (Form TECH-7A & 7B of Section 4). The staff-months input should be indicated separately in the format.
  - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 4).
  - (g) For the FTP: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
- 2.7.6 The Pre-Qualification Proposal and Technical Proposal (Original, Copy and CDs) shall not include any financial information. A Pre-Qualification Proposal or Technical Proposal containing financial information shall be declared non responsive and shall be summarily rejected
- 2.7.7 Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms (Section 5). The bidders are hereby informed that all staff for this assignment shall be collocated along with the CPU team and the combined team will be based in any office space provided by DWCD or NIC in Bangalore. The bidder must make arrangements for efficient human resource management and administration of development period. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
- 2.7.8 Taxes: The Bidder may be subject to local taxes (such as: value added or sales tax, Service taxes, social charges, or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Employer under the Contract. Bidders shall include such taxes in the financial proposal.
- 2.4.2 Bidders should provide the price of their services in Indian Rupees.

## **2.5 Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original proposal (Pre-Qualification proposal, Technical Proposal and Financial Proposal; see section 1.4) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for the Pre-Qualification Proposal, Technical Proposal and Financial Proposals should respectively be in the format of QUAL FORM 1 and QUAL FORM 2, TECH-1 of Section 4, and FIN-1 of Part 5, respectively.
- 2.5.2 An authorized representative of the Bidders shall initial all pages of the original Pre-Qualification, Technical and Financial Proposals. The signed Pre-Qualification, Technical and Financial Proposals shall be marked "ORIGINAL".

- 2.5.3 The Pre-Qualification Proposal should be marked "ORIGINAL" or "COPY" as appropriate. The Pre-Qualification Proposals shall be sent to the addresses referred to and in the number of copies indicated in the Data Sheet. All required copies of the Pre-Qualification Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Pre-Qualification Proposal, the original governs. All the agencies responding to this tender would need to meet the pre-qualification criteria set in this RFP as per details provided in Data Sheet Para.
- 2.5.4 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall prevail.
- 2.5.5 The original and all copies of the Pre-Qualification Proposal shall be placed in a sealed envelope clearly marked "PRE-QUALIFICATION PROPOSAL". The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and the name of the assignment, and with a warning "DO NOT OPEN WITH THE PRE-QUALIFICATION PROPOSAL OR TECHNICAL PROPOSAL." The envelopes containing the Technical Proposal, Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE **17 00 hrs on 15 June 2010** or the communicated Bid Opening Date". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive. The Proposals must be sent to the address/ addresses indicated in the Data Sheet and received by the Employer no later than the time and the date indicated in the Data Sheet. Any proposal received by the Employer after the deadline for submission shall be returned unopened. From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Pre-Qualification, Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 2.5.6 The Employer has constituted a Evaluation Committee (EC) which will carry out the entire evaluation process. The Employer shall open the Pre-Qualification Proposal immediately after

the deadline for their submission. The envelopes with the Technical Proposal and Financial Proposal shall remain sealed and securely stored.

## **2.6 Evaluation of Pre-Qualification**

- 2.6.1 The Evaluation Committee (EC) shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria detailed in Data Sheet. The EC while evaluating the Pre-Qualification Proposals shall have no access to the Technical and Financial Proposals until the Pre-Qualification evaluation is concluded and the competent authority accepts the recommendation. The Pre-Qualification proposal shall be evaluated based on the information provided in the Standard Forms (Section 3) and the supporting documents.
- 2.6.2 The technical proposals of only those bidders, who qualify in the evaluation of the Pre-qualification proposals, shall be opened. Evaluation Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 2.6.3 The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the Statement of Work and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will be done and at this stage the financial bid (proposal) will remain unopened. Bidders shall make presentation to Evaluation Committee which will be evaluated. The Pre-qualification of the Bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet. Each responsive Proposal will be given a technical score (Stech). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, & particularly the Statement of Work or if it fails to achieve the minimum technical score indicated in the DataSheet.
- 2.6.4 Financial proposals of only those companies who are technically qualified shall be opened publicly on the date & time specified the Data sheet or the date and time communicated by the Employer, in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, their technical score (if required) and their financial proposal shall be read aloud.
- 2.6.5 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

- 2.6.6 In the QCBS method of selection of Bidder, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (Stech) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = \text{Stech} \times T\% + \text{Sf} \times P\%$ . The company achieving the highest combined technical and financial score will be invited for negotiations, if required

## 2.7 Negotiations

- 2.7.1 Negotiations will be held at the address indicated in the Data Sheet. The invited Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Employer proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
- 2.7.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Bidder to improve the Statement of Work. The Employer and the Bidders will finalize the Statement of Work, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Bidder.
- 2.7.3 After the technical negotiations are over, financial negotiations may be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstances, the financial negotiation shall result in an increase in the price originally quoted by the Bidder. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Bidders will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 5 - Financial Proposal - Standard Forms of this RFP.
- 2.7.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons

such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.

- 2.7.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Bidder will initial the agreed Contract. If negotiations fail, the Employer will invite the Bidder whose Proposal received the second highest score to negotiate a Contract.

## **2.8 Award**

- 2.8.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Bidder, and promptly notify all Bidders who have submitted proposals about the decision taken.
- 2.8.2 The Bidder will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Part-7, within 7 days of issuance of the Letter of Intent.
- 2.8.3 The Bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet.

## **2.9 Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

## **2.10 Consortium partner requirement**

The Employer shall award the contract to a single Application Development, Maintenance and Support Service agency and shall not encourage nor accept any responses from consortiums.

## **2.11 Data Sheet**

- 2.11.1. Name of the Employer: Department of Women and Child Development, Bangalore & National Informatics Centre, Bangalore
- 2.11.2. Method of selection: Qualification of eligible Bidders followed by Quality and Cost Based Selection [QCBS]
- 2.11.3. Name of the assignment: "Design, Development, Implementation and Support of the JJ Automation (E-JUST)"

2.11.4. The Proposal submission address is:

Director, Department of Women and Child Development, MS Building

Bangalore 560001 (All Correspondences should carry title "JJ Automation")

Email: sashikumar.n@gmail.com

Tel: 080 - 22341665

Proposal (Pre-Qualification, Technical Proposal and Financial Proposals) must be submitted no later than the following date and time:

Date: 15-06-2010

Time: 1700 hrs

2.11.5. The Employer will provide the following inputs if and when required by bidders:

- A technical session detailing the scope of work, deliverables, timelines, expectations of the employer, approach, team structure for the development of E-just
- Receipt and Clarification of queries in consultation with CPU, DWCD & NIC

2.11.6. Proposals must remain valid for 60 days after the submission date.

2.11.7. Clarifications and written queries may be requested not later than the 12 June 2010.

2.11.8. The estimated tenure of contract: Fixed price fixed term contract for a period of 10 months for Development, Testing and implementation including 4 months of support. The contract shall be extensible by 1 month at a time. The price of the extension shall be based on time & material basis.

2.11.9. The formats for the Pre-Qualification Proposal to be submitted are:

- Form 1 – Pre-Qualification Submission Form
- Form 2 – Bidder's Organization & Requisite Experience

2.11.10. The formats of the Technical Proposal to be submitted are:

- Form Tech 1: Letter of Proposal submission
- Form Tech 2: Bidder's organization & experience



- Form Tech 3: Comments & suggestions on SOW
- Form Tech 4: Approach & methodology
- Form Tech 5: Team composition
- Form Tech 6: Curriculum vitae
- Form Tech 7: Staffing Schedule
- Form Tech 8: Work Schedule

2.11.11. The formats of the Financial Proposal to be submitted are:

- Form Fin 1: Financial Proposal Submission Form
- Form Fin 2: Summary of Costs
- Form Fin 3: Breakdown of Remuneration
- Form Fin 4: Resource Costs on Time & Material Basis

2.11.12. Training is a specific component of this assignment

2.11.13. Bidder must submit the following:

- Original and 2 duplicate hard copy and 1 Soft Copy (on a nonrewriteable CD) of the Pre-Qualification Proposal
- Original and 2 duplicate hard copy and 3 soft copies (on a nonrewriteable CD) of the Technical Proposal, and
- Only the Original of the Financial Proposal

2.11.14. Pre-Qualification Criteria: The Technical Proposals of only those bidders who meet the pre-qualification criteria will be opened. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected summarily.

2.11.15. The Bidder must be a reputed and experienced company / agency operating in the field of Application Software Development having a registered office in India.

2.11.16. The Application Software Development should primarily be from custom or product development and not from package implementation. Pure maintenance or sustenance of software will not be considered Application Software Development.

2.11.17. The Bidder must have at least 10 full time application development resources on its rolls for the last one year.

2.11.18. The list of mandatory supporting documents to be submitted are:

- (a) Letter from the CEO of the company indicating commitment to the quality, timelines and requirements of the E-Just project and how the commitments would be fulfilled.
- (b) Audited Balance Sheet for the last two financial years, 2008-09 & 2009-10
- (c) Work Order/ Completion Certificate/ Client Certificate for previous experience in ‘Application Development and Support Services’

2.11.19. Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are: Following outlines the broad parameters based on which evaluation of technical proposals of the bidders shall be carried out by Employers.

2.11.20. Technical Evaluation Parameters

A: Relevant Past Projects

Weightage: 10%

The past performance of the bidder in providing similar solutions, comparable to the scope and magnitude of coverage, in terms of quality of work and compliance with performance schedules. Please provide three relevant past experiences. Parameters for evaluation include:

1. End to end enterprise class product development experience.
2. Use of iterative engineering processes
3. Development based on Microsoft Workflow foundation

B: Solution Proposed for E-Just Application

Weightage: 30%

The solution proposed by the bidder will indicate bidders’ understanding of the application. Bidder is encouraged to propose innovative solutions and approaches to the Scope of work.

- B1. Demonstrated level of understanding of E-Just Application.
- B2. Design of Proposed Solution
- B3. Development Approach & Methodology
- B4. Project Plan

B1: Demonstrated Level of Understanding of Application

Weightage: 10%

1. Entry level requirements
2. Case Management
3. Design and development of Applications for e-governance applications
4. Analytics, Monitoring and Reporting
5. Application rollout to the Districts

**B2: Design of the Proposed Solution** **Weightage: 15%**

Fraud detection architecture and development of fraud rules for egovernance application

Alert and task management services

Data security and integrity of Data

**B3: Development Approach & Methodology** **Weightage: 10%**

Use of iterative technique for short duration complex projects

Testing and QA in iterative development in small team environment

Product development approach for e-governance applications

Risk mitigation approach to meeting time critical releases.

**B4: Project Plan** **Weightage: 10%**

Project Management Approach

Project Plan with Work Breakdown Structure

Conformance of Plan with the Timelines specified in RFP

Comprehensiveness of the Project Plan w.r.t all activities that need to be undertaken as part of the project

**C: Proposed Manpower** **Weightage: 15%**

Number of people proposed for delivering the different services as required in the RFP

Level of skills & relevant experience of the individuals proposed

- a. Experience & Skills of Project Team
- b. Skills and experience in Architecture & Design Team
- c. Skills & experience of the Development Team
- d. Experience of the Quality & Test Team

Relevance of experience of the individual to the E-Just Application.

Stech = Total points obtained for the above criteria A,B and C The minimum technical score Stech required to pass is: 70 Points

2.11.21. The formula for determining the technical score is as follows:  $Stech = (100 \times T / T_m)$ , in which Stech is the normalized technical score,  $T_m$  is the highest technical score and T is the technical score of the proposal under consideration.

2.11.22. The formula for determining the financial scores is the following:  $S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and F the price of the proposal under consideration.

2.11.23. The weights given to the Technical and Financial Proposals are:  $T = 0.80$ ; and  $P = 0.20$

2.11.24. Expected date and address for contract negotiations:

Date to be communicated later.

Address: DWCD or NIC office, Exact address will be communicated

2.11.25. Expected date and place for commencement of Application Development and Support Services:

Date to be communicated later.

Address: DWCD or NIC office, Exact address will be communicated

### 3. Pre-Qualification – Standard Forms

#### QUAL FORM-1: PRE-QUALIFICATION PROPOSAL SUBMISSION FORM

To:

The Director, Department of Women and Child Development, MS Building, Bangalore – 560 001

Dear Sir/Madam:

We, the undersigned, offer to provide Application Development, Maintenance and Support Services to E-Just Application in accordance with your Request for Proposal dated May 31, 2010, and our Proposal. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, and a Technical Proposal and Financial Proposal sealed in separate envelopes.

We hereby declare that we are submitting our Proposal as a single bidder/ company and have not formed or intend to form or execute the contract with any other entity, subcontractors or consortiums.

We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Application Development, Maintenance and Support Services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Company:

Address:

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## QUAL FORM-2: BIDDER'S ORGANIZATION AND EXPERIENCE

### A - Bidder's Organization

*[Provide here a brief description of the background and organization of your company/entity and each associate company for this assignment. Also provide a brief description on the ownership details, date and place of incorporation of the company, objectives of the company etc.]*

### Organization and Financial Information

#### Form A 1: Details of the Organization - Bidder

Name

Date of Incorporation

Date of Commencement of Business

Address of the Headquarters

Address of the Registered Office in India

Area of expertise with respect to this project

Contact details (name, address, phone no. and email)

#### Form A 2: Financial Information – Bidder

FY 2008-09 & FY 2009-10

Revenue (in INR )

Profit Before Tax (in INR ) Revenue from Application Development, Maintenance And Support Services (in INR )

Other Relevant Information

### B – Bidder Company's Experience – Application Software Development, Maintenance and Support Services

*[Using the format below, provide information on each assignment for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Application Development, Maintenance And Support Services as requested under this assignment.]*

***Please provide citations of 2 relevant completed Application Software Development, Maintenance and Support Services projects in a large Enterprise/ Government environment .***

Assignment name:

Approx. Value of Contract: (Mandatory field) (Mention contract value in INR)

Country:

Location within country:

Duration of assignment (months):

Name of Employer:

Total No. of staff-months of the assignment:

Address:

Approx. value of the services provided by your company under the contract (in INR):

Start date (month/year):

Completion date (month/year):

No of professional staff-months provided by associated Bidders:

Name of associated Bidders, if any:

Name of senior professional staff of your company involved & functions performed (indicate most

significant profiles such as Project Director/Coordinator, Architects, Principal Engineers, Performance Engineers, Security Architects):

Narrative description of Project:

Description of actual services provided by your staff within the assignment:

Company's Name

## **4 Technical Proposal - Standard Forms**

Refer to the Data Sheet for format of Technical Proposal to be submitted the RFP for Standard Forms required and number of pages recommended.

### **Technical Proposal**

TECH-1 Technical Proposal Submission Form

TECH-2 Bidder's Organization and Experience

A Bidder's Organization

B Bidder's Experience

TECH-3 Comments or Suggestions on the Statement of Work and on Counterpart Staff and Facilities to be provided by the Employer

A On the Statement of Work

B On the Counterpart Staff and Facilities

TECH-4 Structure of Technical Proposal

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

### **FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM**

To:

The Director, Department of Women and Child Development, MS Building, Bangalore – 560 001

Dear Sir/ Madam:

We, the undersigned, offer to provide Application Development, Maintenance and Support Services to E-Just in accordance with your Request for Proposal dated May 31, 2010, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope.



We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of our proposal and your requirements. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Application Development and Support Services for E-JUST assignment not later than the date indicated in the Data Sheet.

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

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Company:

Address:

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM TECH-2 BIDDER’S ORGANIZATION AND EXPERIENCE**

**A - Bidder’s Organization**

*[Provide here a brief description of the background and organization of your company/ entity for this assignment. Also provide a brief description on the ownership details, date and place of incorporation of the company, objectives of the company etc.]*

**B – Bidder Company’s Experience – Application Software Development, Maintenance and Support Services**

*[Using the format below, provide information on each assignment for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Application Development, Maintenance And Support Services as requested under this assignment. Bidders should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor/ other customer testimonials including video along with supporting certificate from auditors) as required in the form. Please provide citations of **ONLY 2 relevant completed in a large Enterprise/ Government***

***environment, covering the Scope of Work as defined in this RFP . In case, information required by Employer is not provided by Bidder, Employer shall proceed with evaluation based on information provided and shall not request the Bidder for further information. Hence, responsibility for providing information as required in this form lies solely with Bidder.]***

Assignment name:

Approx. Value of Contract: (Mandatory field)

Country:

Location within country:

Duration of assignment (months):

Name of Employer:

Total No. of staff-months of the assignment:

Address:

Approx. value of the services provided by your company under the contract (in INR):

Start date (month/year):

Completion date (month/year):

No of professional staff-months provided by associated Bidders:

Name of associated Bidders, if any:

Name of senior professional staff of your company involved and functions performed (indicate most significant profiles):

Narrative description of Project:

Description of actual services provided by your staff within the assignment:

Company's Name:

## **FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE STATEMENT OF WORK AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

### **A - On the Statement of Work**

*[Suggest and justify here any modifications or improvement to the Statement of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

### **B - On Inputs and Facilities**

*[Comment here on inputs and facilities to be provided by the Employer according to Data Sheet including: administrative support, office space, equipment, data, etc.]*

## **FORM TECH-4 STRUCTURE OF TECHNICAL PROPOSAL**

*The Technical Proposal needs to be structured as follows:*

### **Section 1: Executive Summary**

*This section should be a succinct statement and executive summary by the Bidder highlighting the key aspects of technical proposal.*

### **Section 2: Bidder Profile & Qualifications**

*This section should cover the Bidder's profile including credentials and capabilities, local presence, the project team composition and relevant experience and the company / companies of the tools and products selected to deliver the E-Just Application*

### **Section 3: Solution Proposed for E-Just Application**

*This section should present Bidders' proposed solution meeting requirements in this document. Bidders are required to present sound, complete, and competent technical architecture solution and are expected to address the various technical parameters mentioned in the Data Sheet in their proposed solution. The section should also include the Bill of Materials (BOM) for all the software and hardware components, products and tools that are proposed for the development and testing of the E-JUST application (as per the format provided below).*

**Section 4: Project Management Plan**

*In this section, Bidders’ should propose the main activities of the project, duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the SOW and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.*

**Section 5: Organization & Staffing**

*In this section, Bidders’ should propose the structure and composition of the proposed team. Key emphasis will be on the experience of the Project Management Team, skills and experience of the Architecture & Design Team, skills & experience of the Development Team, and experience of the Quality & Test Team.*

**Section 6: Quality Assurance, Maintenance, & Support**

*Bidders are required to discuss their Quality Assurance framework and testing plans in details meeting the requirements of this RFP. This section should also present Bidder’s detailed maintenance and support plan for the E-JUST Application software including detailed information on these plans.*

**Format for Bill of Material (BOM):**

**Table 1: Software BOM. The table below should be used by Bidders to provide an itemized list of all mandatory software components, products, and tools that fulfill the requirements of the E-Just and to be included in the Technical Proposal.**

Proposed Environment	Item Number	Proposed Software Product	Proposed software product, Operating System, Release Version; Year	Proposed Software Vendor Name	Proposed Number of Software licenses	Remarks
Development						
Testing						
Implementing						

**Table 2: Hardware BOM. The table below should be used by Bidders to provide an itemized list of all mandatory hardware components, servers, and equipments that fulfill the requirements of the E-Just and to be included in the Technical Proposal.**

Proposed Environment	Item Number	Proposed Hardware Vendor, Model and Operating system	Usage of Proposed hardware	Proposed Hardware specifications (CPU, Processors, Memory, Disk space, others)	Proposed quantity of Hardware	Remarks
Development						
Testing						
Implementing						

**FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS FOR E-Just ASSIGNMENT**

**(This form shall mention all resources proposed to work on the assignment. All resources for this assignment shall be co-located along with the CPU Team)**

**1. Resources (add rows as required)**

Name of Resource	Area of Expertise	Position Assigned	Task Assigned

**FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. **Proposed Position** *[only one candidate shall be nominated for each position Expert]:*
2. **Name of Staff** *[Insert full name]:*
3. **Education**
4. **Total No. of years of experience:**
5. **Total No. of years with the company:**
6. **Areas of expertise and no. of years of experience in this area (as required for the Profile – mandatory):**
7. **Details of Involvement in Projects listed in FORM TECH-2 B** *(only if involved in the same):*
8. **Detailed Tasks Assigned** *(list all tasks to be performed under this assignment):*
9. **Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)**

Name of assignment or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Value of Project (approximate value or range value): \_\_\_\_\_

Activities performed:

**10. Certification:**

I, the undersigned, certify that this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

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

Full name of authorized representative:

**FORM TECH-7 STAFFING SCHEDULE**

No	Name of Staff	Staff input in bi-weekly (in the form of a bar chart)													Total staff man-months proposed
		1	2	3	4	5	6	7	8	9	10	11	12	N	
1															
2															
3															
N															
										Subtotal					
										Total					

(This form shall provide a staffing schedule for all the resources proposed to work on the assignment )

**FORM TECH-8 WORK SCHEDULE (PROJECT MANAGEMENT PLAN)**

No	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Employer approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

## 6 Financial Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the Bidders for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Resource Costs on Time and Material Basis

### FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

*[Location, Date]*

To:

The Director, Department of Women and Child Development, MS Building, Bangalore – 560 001

Dear Sir/Madam:

We, the undersigned, offer to provide Application Development, Maintenance & Support Services to Design, Development, Testing, Integration and release of the E-Just Application in accordance with your Request for Proposal dated April 10 2010, and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. The amount of the local taxes, as identified/estimated is shown in the appropriate column in the Form.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.



We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

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

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Company:

Address:

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

#### **FORM FIN-2 SUMMARY OF COSTS**

##### **Financial Proposal for providing Application Development, Maintenance & Support Services for E-JUST Application Software**

	Item	Cost in Rupees
A	Cost for Providing Application Development & Support for E-Just, on a time and material basis; average cost of all resources.  [Provide average resource cost (per month) for providing services which may be required by the Employer in addition to the services as per the statement of work in this RFP, exclusive of taxes]	[From Form – FIN 4]
A1	Taxes for A	

##### **Total Cost for providing Application Development Maintenance & Support Services for E-Just Application Software**

= {Cost (A) X No of resources X 10} + Cost (A1)

**Note;**

**Taxes and other duties:**

**(i) Service tax would be reimbursed after payment on submission of proof.**

**(ii) The selected Agency shall bear the cost of all other taxes and duties. Any changes in rates or structure of taxes & duties, other than Service Tax, shall be to the account of the bidder.**

**FORM FIN-4 RESOURCE COSTS ON TIME AND MATERIAL BASIS**

**(This form shall be used for arriving at the resource cost for providing services on a Time and Material basis. The costs quoted in the form shall also be used to calculate the average value for resources provided on Time & Material basis for financial bid evaluation. )**

S.No	Position	Staff-month Rate in INR
1		
2		
3		
4		
5		
6		
	Average Cost [Must be copied to FIN FORM 2]	[Total Cost Item 1- 6] / 6

## 6 Statement of Work

### 6.1 Introduction

This RFP aims to identify and engage an agency to undertake **Application Software Development and Support services for the Juvenile Justice Automation (E-JUST)**.

### 6.2 Partnership Model

The Application Software Development & Support Agency is envisioned to be working in collaboration with DWCD and NIC Teams and is expected to work in close partnership with CPU to achieve the goal of building the application. The nature of this relationship between CPU and Agency should be based on a collaborative application development model principled on quality and trust.

### 6.3 Overview

The scope of work for Agency spans the complete Application Life Cycle from designing, developing, testing and supporting the E-JUST application.

The Agency is expected to work as development partner to build the E-JUST application in close collaboration with the team of CPU as well as other stakeholders. The Agency is expected to utilize iterative development methodology along with frequent joint design reviews during application design and development phase.

**Refer Section 8 for overview of E\_JUST application and requirements specifications.**

### 6.4 Schedule of Requirements

- i. The contract with Agency shall be applicable initially for a **period of 10 months including support for 4 months**. It may be extended based on the performance of Agency. As per Planned Roadmap, support phase will commence after the successful completion of Release 2.
- ii. The following is a list of categories of activities that the Agency is expected to carry out.
  - a) E-JUST Application Design
  - b) E-JUST Application Software development
  - c) Application enhancement and maintenance
  - d) All activities associated with product release including QA, release, configuration, documentation and training of the implementers.
  - e) Transition Management

- f) Maintenance of prior release
  - g) Performance measurement and tuning of the application
  - h) Running application and providing technical support during implementation
- iii. In addition to the above-mentioned scope of work components, the Agency is free to add any additional components that are deemed necessary for providing the services as a whole.
- iv. All deliverables whether draft or final must be delivered after due quality verification. In case any of the deliverables is found to be deficient in its contents, the CPU-DWCD & NIC has a right to summarily reject the deliverable and ask for the second draft of the same deliverable and the second draft document shall be treated as a fresh delivery for approval.

## **6.5 Workload Analysis and Capacity Planning**

- i. Agency should carry out workload analysis to determine mix of transactions for existing and future users of E-JUST application. The workload analysis may be used as input for the scalability tests and benchmark tests that would be carried out for capacity planning and hardware selection.
- ii. The Agency would be required to study in detail the system and usage patterns along with various patterns of workload i.e. normal, peak, off-peak etc.
- iii. The workload analysis would be carried out for 3 Districts one urban-based and two rural as would be identified by the CPU-DWCD & NIC.
- iv. The Agency should conduct a capacity planning exercise based on the results of the workload analysis to recommend software and hardware configurations for E-JUST Application modules for different load scenarios required during the term of the contract. The software and hardware configurations would besides other parameters include key parameters like:
  - a) Computing environments configuration including distributed computing topology and parameters
  - b) Hardware sizing including CPU, RAM and hard disk sizing
  - c) Network points and connectivity including bandwidth sizing model
  - d) Configuration for availability and fail-over

- v. The Agency shall also provide recommendations on the sizing of the network bandwidth per District for E-JUST applications that would be required for smooth operation of the application.
- vi. The Agency shall also recommend the architecture for data storage and should recommend various options for scale-up and scale-out of application.
- vii. The recommended hardware configurations should have the ability to sustain the expected load and provide acceptable performance levels.

## **6.6 Application Development Methodology**

As mentioned in the overview of RFP section, the development methodology is modeled after iterative product development life cycle. It is expected that the design will be a joint outcome of the Agency and CPU-DWCD & NIC team. Regular design meetings will be attended by both parties. The development method will support frequent such as semi-weekly build and regression test allowing continuous incremental build.

## **6.7 Change Management Process**

Agency will follow industry standard Change Management Processes post deployment through a systematic development, staging, test and production environment. A Change Management Process (CMP) or IT Life cycle tool shall be used to ensure adequate repeatable reliable change management processes.

## **6.8 Testing**

- (i) Agency will develop automated regression testing strategy and techniques to ensure near 100% test coverage of the application.
- (ii) As part of the testing of the application, the responsibility of Agency should include the following:
  - a) Perform user testing from the viewpoint of the registrar.
  - b) Creating test plan, test cases, test data (CPU-DWCD & NIC will give inputs for test data preparation) and carrying out testing of entire application shall be done exclusively by the Agency.
  - c) Make the test data, test cases and test results available to the DWCD & NIC for review
  - d) Formally estimating code coverage of the test cases

### **6.8.1 Functionality testing**

- i. The application developed should be tested for functionality to ensure that the development process / methodology have not altered the functionality and business logic of the E-JUST application on any front.
- ii. Ensure that the entire functionality of the business logic has been captured in the application with no dropping or altering of functionality.
- iii. Ensure that the look and feel of the application is easy, user friendly

### **6.8.2 RAS Testing (Reliability, Availability and Scalability Testing)**

This testing may be carried out as part of the benchmarking exercise at a benchmarking lab. The load distribution and cloud computing parameters will have significant effect on the RAS. Agency will devise tools and system to fully characterize the E-JUST system including its:

1. Scalability
2. Availability and
3. Reliability

### **6.8.3 Network Testing**

The application should be tested on a variety of networks to ensure that the application works as expected in real life situation.

## **6.9 Application Development Environment**

Agency will be provided necessary hardware and software at the Application Development site at Bengaluru within the stipulated time schedules so that there is no hold up in the project activities mentioned in this document.

## **6.10 Need for Transition Management & Knowledge Transfer**

In future the application may also interface with various external applications. To provide responsible maintenance services, it is necessary for the Agency to maintain and manage the E-Just Application in a manner that, in case of need, the transition could be arranged from the existing Agency. In this endeavor, Agency is required carry out the following:

- i. Be in charge of the complete functionality of the application covering all aspects like application design, data structures, etc.
- ii. Understand the external interfacing applications to provide adaptive maintenance in case of changes in the interfacing applications due to business model changes.

- iii. Fully cooperate in the transition to the satisfaction of CPU-DWCD & NIC
- iv. Prepare and carry out comprehensive training of the new vendor

### **6.11 Performance Management and Tuning of Released Version**

- i. The Agency shall conduct performance tuning and testing of the application prior to each major release of the software.
- ii. The Agency shall document all the changes carried out in the application for performance tuning in the Performance Tuning Report and submit the report to the CPU-DWCD & NIC for review.

### **6.12 Configuration and Version Control**

- i. With the objective of keeping track of the version updates in the application, Agency shall adhere to the configuration management process defined in conjunction with the CPU-DWCD & NIC.
- ii. The Agency shall ensure that a copy of the production environment is backed up and stored in the repository before the components are copied from Release (Staging) environment to Production. The Agency should be able to restore the backed up application versions for testing purpose mainly addressing the restorability of the media.
- iii. The Agency shall follow configuration management procedure for maintaining proper versions of the following indicative configurable objects:
  - Application source code, application executables, and application configuration files.
  - Project related documents like Project plans, Project status reports, SRS, SDD, Test Plans, Test Specifications and results, User Manuals, Training Materials, etc.
- (iv) Agency shall also maintain proper versions of the following:
  - a. Development area
  - b. Release to UAT
  - c. Release to staging server
  - d. Release to production server.
  - e. Agency shall also maintain the backup of these environments.

### 6.13 Release Management

Release management procedure shall be defined in conjunction with the CPU-DWCD & NIC to ensure smooth transition of the application changes from release environment to production environment.

- a) As part of the release management the Agency shall group the related Change Requests (CRs)/ Major Change Requests (MCRs), assess their development progress and accordingly prepare a schedule for their release.
- b) Agency shall in consultation with the CPU-DWCD&NIC prepare a detailed release plan for every release. This plan shall include the release number and date of release. It shall also contain details about the change request to be released. This plan shall also detail the performance and regression testing details, if any, of the release.
- c) In addition to the planned releases, there could be emergency patches, leading to show-stopper situation, depending on the nature of the bugs / changes. The Agency shall support the CPU-DWCD & NIC in ensuring seamless release of such emergency patches.

perform the following activities:

- d) The Agency shall ensure closure of defects identified during the UAT/Testing stage.
- e) The Agency shall submit Release Note and Deployment Manuals for every major release.

### 6.14 Conduct Training

Agency shall conduct training to key users and “Trainers” training for the E-JUST applications.

Agency shall prepare the Training Manuals and submit it to the CPU-DWCD & NIC for approval before the conduct of the training sessions.

The Agency shall provide assistance to the CPU-DWCD & NIC in conducting user trainings by preparing training material and allied documentation.

### 6.15 Create Detailed Rollout Plan

Agency and CPU-DWCD & NIC would jointly prepare a plan for phased rollout of the application for each release.

### 6.16 Hosting Application with E-Governance Data Centre for Rollout & Acceptance

- i. Agency is expected to work closely with the NIC and Data Centre service provider for roll out of the E-JUST Application after MSP has been selected. Acceptance schedules, detailed acceptance



tests, formats for acceptance reports, etc, shall be drawn by the Agency in consultation with CPU-DWCD & NIC.

- ii. The Acceptance of the Agency Application solution shall be provided by CPU-DWCD & NIC only after the following conditions have been met successfully to the satisfaction of CPU-DWCD & NIC.
  - a) All the deliverables (as listed in the Deliverables section) have been met
  - b) The E-JUST application has been successfully rolled out to the districts during the term of the contract.
  - c) Successful operation of the application for **30 working days** after complete rollout of the system meeting the response time and performance criteria as mentioned in the part of this document
  - d) Completion of all the documentation required as part of this tender and as desired by CPU-DWCD & NIC to their satisfaction.
- iii. The Agency should demonstrate the performance of the application in “live” condition within a timeframe of 2 weeks from the date of successful rollout of each release.

## 6.17 Application Support

### **Problem resolution: preventive maintenance**

- i. Receive calls from the end users/ Districts
- ii. Classify the calls as problem requests (PRs) or Change Requests (CRs) and log a ticket
- iii. Prioritize the PRs/CRs on the basis of the severity of business impact of the problem
- iv. Resolve the problem within the agreed upon service levels and close the ticket
- v. Change requests will be carried out as per the change management procedures.
- vi. Escalate unresolved problems to next level and resolve and close the problem request.

### **Bug fixing: Corrective maintenance**

- i. Resolve bugs – identified and reported by end users,/ Districts etc..
- ii. Agency will prioritize the bugs based on the business impact
- iii. Approval from the CPU-DWCD & NIC for bug fixing

- iv. Create a patch to fix the bug
- v. Test the patch and release it as per release management procedures.
- vi. Update the relevant documents

All change requests would be carried out as per the change management procedures defined by the CPU-DWCD & NIC

## **6.18 Roles and Responsibilities**

**Agency is responsible for the delivery of the scope of work within this RFP and at the same time must work under the direction of the CPU-DWCD & NIC who may modify the architecture, design, deliverable, and releases to meet the project requirements.**

### **6.18.1 The responsibilities of Agency as given below , other than implementing the SOW mentioned above, would also include but is not limited to the following**

- i. Providing personnel adequately qualified to perform the requisite tasks.
- ii. It has been decided by the CPU-DWCD & NIC that Agency team would operate from Bengaluru premises (DWCD or NIC offices) and use their infrastructure including and consisting of PCs, development servers, application server and licenses for the development and testing tools required by the entire team.
- iii. Use appropriate tools for the entire life cycle of the project for design, configuration management, change management, functional testing, regression testing, defect tracking, documentation etc. Agency should possess licenses for the tools that they intend to use for the project wherever applicable CPU-DWCD & NIC will provide such tools as available.
- iv. Implement quality standards for the entire life cycle of the project. The quality process should include adequate processes for change management, defect tracking, testing, review and other software development life-cycle processes.
- v. Conduct review meetings with the CPU-DWCD & NIC to update on the progress of the project at regular intervals. It is recommended that the frequency of the review meeting should be at least once in a week.
- vi. The team from Agency would assist in installing of the application; configuration of the application, migration of the database and making sure that the application is correctly set-up for testing.
- vii. Agency would analyze the results and carry out optimizations for the specific platform if required.

### **6.18.2 The responsibilities of CPU-DWCD & NIC would include**

- i. Assign named persons for the roles assumed by the CPU-DWCD & NIC
- ii. Convening Project Steering Committee meetings
- iii. Assign representative for User Acceptance Tests (UAT)
- iv. Identification of trainers and staff that need to be trained
- v. Participate in project, design or code reviews
- vi. Take decisions wherever appropriate and provide direction to the progress of the project.
- vii. Provide necessary inputs, as required
- viii. Provide acceptance of the deliverables within the stipulated time schedules
- ix. Facilitating required administrative support.

### **6.19 Deliverables**

The deliverables for the Agency and the corresponding timelines based on the scope of work as detailed above are:

- System Architecture
- Database Design Document
- Process Design Document
- Program Specifications Document
- System Test Plan
- Tested System (Program Code)
- User Manual
- Tutorial and Training material
- Forms for Data collection and Procedure Manuals
- System implemented in 4 pilot districts
- Training to all users of the system
- Enhancements, onsite support to pilot districts

## **6.20 Key Application & Management Resources required for the Project**

The Bidder resources will be required to work onsite at the CPU-DWCD & NIC office premises or as required by the project. The Bidder's company shall take the complete responsibility to bring in other resources (not mentioned below) as and when required to execute this contract. The envisaged critical members of the Bidder's team structure are given below:

## 7. CONTRACT FOR BIDDERS' SERVICES

### **Lump-Sum**

between

*[name of the Employer]*

and

*[name of the Bidder]*

Dated:

## I. Form of Contract

### LUMP-SUM

(All notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, through Department of Women and Child Development, Government of Karnataka & NIC, (hereinafter called the "Employer") and, on the other hand,

*[name of Bidder]*

(hereinafter called the "Bidder").

### WHEREAS

- (a) the Employer has requested the Bidder to provide certain Application And Support Services for Juvenile Justice Automation defined in this Contract (hereinafter called the "Services");
- (b) the Bidder, having represented to the Employer that it has the required professional skills, project management experience and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: **Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix*

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing Schedule

Appendix D: Total Cost of Services

Appendix E: Duties of the Employer

Appendix F: Form of Advance Payment Guarantee

2. The mutual rights and obligations of the Employer and the Bidder shall be as set forth in the Contract, in particular:

- (a) the Bidders shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Bidders in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

*[Authorized Representative]*

For and on behalf of *[name of Bidder]*

*[Authorized Representative]*

For and on behalf of each of the Members of the Bidder

*[name of member]*

*[Authorized Representative]*

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) "Bidder" means any private or public entity that will provide the Services to the Employer under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "GC" means these General Conditions of Contract.
- (g) (j) "Bidder" means the Bidder company bidding for this project.
- (h) (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (i) (l) "Party" means the Employer or the Bidder, as the case may be, and "Parties" means both of them.
- (j) (m) "Personnel" means persons hired by the Bidder or by any Sub- Bidders and assigned to the performance of the Services or any part thereof.
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.



- (l) "Services" means the work to be performed by the Bidder pursuant to this Contract, as described in Appendix A hereto.
- (m) "In writing" means communicated in written form with proof of receipt.
- (n) "E-Just" means the complete JJ application software.

## **1.2 Relationship Between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel.

## **1.3 Language**

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.4 Notices**

- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- (b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

## **1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Bidder may be taken or executed by the officials specified in the SC.

## **1.7 Taxes and Duties**

The Bidder, Sub-Bidders, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India

## 1.8 Fraud and Corruption

### Definitions

It is the Employer's policy to require that the Employer as well as Bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (c) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

### Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Bidder having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

### **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **2.3 Commencement of Services**

The Bidder shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

### **2.5 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

### **2.6 Modifications or Variations**

- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties with the approval of Project Steering committee. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Bidders or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.7.3 Measures to be Taken**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the “Employer”, shall either:
  - (i) Demobilize; or
  - (ii) Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.

## **2.8 Suspension**

The “Employer” may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

- (i) shall specify the nature of the failure, and
- (ii) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the Employer**

The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.9.1. In such an occurrence the Employer shall give a not less than thirty (30) days’ written notice of termination to the Bidder.

- (a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Employer may have subsequently approved in writing.
- (b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Bidder, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- (d) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Bidder submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".
- (g) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (h) If the Bidder fails to provide the quality services as envisaged under this Contract. The CPU-DWCD &NIC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Employer may decide to give one chance to the Bidder to improve the quality of the services.
- (i) Employer reserves the right to terminate the agreement with the selected Bidder or reduce the project cost at any stage of the project if the personnel proposed to be deployed full-time on this engagement are not actually working on this assignment on a full-time basis as proposed by Bidder

### **2.9.2 By the Bidder**

The Bidders may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.9.2:

- (a) If the Employer fails to pay any money due to the Bidder pursuant to this Contract hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- (b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the "Employer" of the Bidder's notice specifying such breach.

### **2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall

cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof.

#### **2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the "Employer", the Bidder shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

#### **2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Employer shall make the following payments to the

Bidder:

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h), (l) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement.

The Bidder will be required to pay any such liquidated damages to Employer within 30 days of termination date.

#### **2.10 Extension of Contract**

The contract shall be extended for a period as required by the Employer based on mutual agreement. The man-month rates used for the calculation of the 'Total Cost of Services' as given in Appendix D shall be effective for such extension.

### **3. OBLIGATIONS OF THE BIDDER**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

##### **3.2.1 Bidders Not to Benefit from Commissions, Discounts, etc.**

a) The payment of the Bidder pursuant to Clause GC 6 shall constitute the Bidder's only payment in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Sub- Bidders, and agents of either of them similarly shall not receive any such additional payment.

(b) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Bidder shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the "Employer".

##### **3.2.3 Prohibition of Conflicting Activities**

The Bidder shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

#### **3.3 Confidentiality**

Except with the prior written consent of the Employer, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

#### **3.5 Accounting, Inspection and Auditing:**

The Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and



detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer.

### **3.6 Bidder's Actions Requiring Employer's Prior Approval**

The Bidder shall obtain the Employer's prior approval in writing before any change or addition to the Personnel listed in Appendix C.

### **3.7 Reporting Obligations**

- (a) The Bidder shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

### **3.8 Documents Prepared by the Bidder to be the Property of the Employer**

- (a) All plans, drawings, specifications, designs, reports, other documents and software (including source code) submitted by the Bidder under this Contract shall become and remain the property of the Employer, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with source code of the software so developed under this contract along with a detailed inventory thereof.
- (b) The Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the "Employers" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

### **3.9 Equipment and Materials Furnished by the "Employer"**

Equipment and materials made available to the Bidder by the "Employer", or purchased by the Bidder wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the "Employer" an inventory of such equipment and materials, and shall dispose of such equipment and materials in accordance with the "Employer"'s instructions.

### **3.10 Equipment and Materials Provided by the Bidders**

Equipment or materials brought by the Bidder and the Personnel and used either for the Project or personal use shall remain the property of the Bidder or the Personnel concerned, as applicable.

### **3.11 Intellectual Property Rights (IPR)**

- (a) The intellectual property rights to all the deliverables listed under shall remain sole and absolute property of the "Employer"
- (b) All materials and information, including source code developed by bidder's appointment with DWCD are the property of DWCD&NIC and may not be released, disclosed or used by bidder in any way without the written/official approval of DWCD&NIC. Moreover, in accepting this appointment, bidder accept also the condition that all concepts, methodologies, and other intellectual property which are developed by bidder on behalf of DWCD&NIC, UNICEF or made available to bidder by DWCD&NIC are considered similarly property of DWCD&NIC and that in the event bidder is to undertake work for an organization other than DWCD&NIC bidder would treat such property as proprietary of DWCD and agree not to make such property available or otherwise use it to the detriment of DWCD &NIC.

## **4. BIDDER'S PERSONNEL**

### **4.1 General**

The Bidder shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

#### **(a) 4.2 Description of Personnel**

- (b) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Bidder's Key Personnel are as per the Bidder's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.
- (c) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Bidder by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer"'s written approval.

- (d) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Bidder on approval of the Steering committee. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

#### **4.3 Approval of Personnel**

The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Bidder proposes to use in the carrying out of the Services, the Bidder shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within sixty (60) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

#### **4.4 Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Bidders may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

## **5. OBLIGATIONS OF THE EMPLOYER**

### **5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

- (a) Provide the Bidder, Personnel with work permits and such other documents as shall be necessary to enable the Bidder or Personnel to perform the Services.
- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Bidder, Sub-Bidders and Personnel any such other assistance as may be specified in the SC.

### **5.2 Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Bidder for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

### **5.3 Services, Facilities and Property of the "Employer"**

- (a) The "Employer" shall make available to the Bidder and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.
- (b) In case that such services, facilities and property shall not be made available to the Bidder as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Bidder for the performance of the Services .

### **5.4 Payment**

In consideration of the Services performed by Bidder under this Contract, the "Employer" shall make to the Bidder such payments and in such manner as is provided by Clause GC 6 of this Contract.

## **6. PAYMENTS TO THE BIDDER**

### **6.1 Total Cost of Services**

- (a) The total cost of the Services payable is set forth in Appendix D as per the Bidder's proposal to the Employer and as negotiated thereafter.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Bidder in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Currency of Payment**

All payments shall be made in Indian Rupees.

### **6.3 Terms of Payment**

The payments in respect of the Services shall be made as follows:

- (a) The Bidder shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.
- (b) Once a milestone is completed, the Bidder shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables.
- (c) Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Bidder and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Bidder specifying in detail deficiencies in the Services, the final report or final statement. The Bidder shall thereupon promptly make any necessary corrections, and

thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Bidder to the "Employer" within thirty (30) days after receipt by the Bidder of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Bidder and the Bidder has made presentation to the EC / Employer with / without modifications to be communicated in writing by the Employer to the Bidder.
- (e) If the deliverables submitted by the Bidder are not acceptable to the Employer / EC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Bidder. In such case, the payment will be released to the Bidder only after it re-submits the deliverable and which is accepted by the Employer.
- (f) All payments under this Contract shall be made to the accounts of the Bidder specified in the SC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Bidder of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Bidder in writing and the Bidder has made necessary changes as per the comments / suggestions of the Employer communicated to the Bidder.
- (h) In case of early termination of the contract, the payment shall be made to the Bidder as mentioned here with:
  - (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Bidder shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.
  - (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Bidder in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **7. GOOD FAITH**

### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

Performance of the contract is governed by the terms & conditions of the contract and in case of dispute arising between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Miscellaneous Provisions**

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Bidder shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Bidder shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Contractor/Bidder shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Bidder shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Bidder.

(vii) The Contractor/ Bidder shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

### III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

#### Number of GC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract

##### 1.1 The addresses are:

Employer:

Facsimile:

E-mail:

Bidder:

Attention:

Facsimile:

E-mail:

##### {1.2}

{The Bidder is *[insert name]*}

##### 1.3 The Authorized Representatives are:



For the Employer: Name of Officer

For the Bidder:

**1.4** The date for the commencement of Services: Within 10 days from the signing of the contract between the DWCD & NIC and the Bidder

**1.5** The time period shall be ten months and extendable by 1 additional months or such other period as the parties may agree in writing.

**1.6(b)** The amount in local currency is *[insert amount]*.

**1.7** The accounts are: For local currency: *[insert account]*

For the **E-JUST**, payments are linked to the deliverables according to

the following schedule:

(i) Five (5%) percent of the lump-sum amount quoted for E-Just assignment shall be paid as advance.

(ii) Twenty (20%) percent of the lump-sum amount quoted for E-Just assignment shall be paid upon acceptance of Release 1 of the E-JUST by CPU-DWCD & NIC

(iii) Fifty (50%) percent of the lump-sum amount quoted for E-JUST assignment shall be paid upon acceptance of Release 2 of the E-JUST by CPU-DWCD & NIC

(iv) Ten (10%) percent of the lump-sum amount quoted for E-JUST assignment shall be paid upon completion of E-JUST and successful operation for 30 days post Go-Live

(v) Five (5%) percent of the lump-sum amount quoted for E-JUST assignment shall be paid upon successful demonstration of performance benchmarks for the E-JUST in the Live environment within a period of 15 days from Go-Live.

(vi) Ten (10%) percent of the lump-sum amount quoted for E-JUST assignment shall be paid upon acceptance of the following deliverables by CPU-DWCD & NIC:

(a) Completion of all the required documentation, manuals, and processes requirements for the application

(b) Completion of training requirements for the E-JUST

**CPU-DWCD & NIC shall make the above payments within 30 days for all the deliverables which have been satisfactorily delivered and accepted.**

Binding signature of Employer Signed by \_\_\_\_\_

(for and on behalf of .....)

Binding signature of Contractor Signed by \_\_\_\_\_

(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution

No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

In the presence of

(Witnesses)

- 1.
- 2.

**IV. Appendices**

**APPENDIX - A**

**DESCRIPTION OF SERVICES**

*[Give Note: This Appendix will include the final Terms of Reference worked out by the "Employer" and the Bidders during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by "Employer", etc.]*

**Appendix B**

**REPORTING REQUIREMENTS**

*[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]*

**Appendix C**

**STAFFING SCHEDULE**

*(Include here the agreed (negotiated staffing schedule))*

**Appendix D****TOTAL COST OF SERVICES**

*(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)*

**Appendix E****DUTIES OF THE "EMPLOYER"**

*(Include here the list of Services, facilities and property to be made available to the Bidder by the "Employer").*

**8. JJ Automation Application Overview & Requirements****8.1 Background**

The Juvenile Justice (Care & Protection of Children) Act 2000 and the Juvenile Justice (Care & Protection of Children) Amendment Act 2006 provide a process of rehabilitation and reintegration of the children in need of care and protection and juveniles in conflict with law through various services including reunion with families, adoption, sponsorship, foster care, institutional placements etc. The Department of Women and Child Development (DWCD) is the nodal implementing agency at the state level for the programs and services prescribed under these Acts, in coordination with key departments of the Police, Labour, Education and Health, and NGOs.

Under the Juvenile Justice System, the department provides for Care, Protection, Education, Treatment, Rehabilitation and Restoration to over 5000 children every year. The Child Welfare Committees (CWC) and Juvenile Justice Board (JJB) are the two main statutory bodies that deal with the two primary categories of children, and interface with various departments, allied systems and agencies.

A group of resource persons drawn from Department of Women and Child, members of the committees/Boards, NGO's and UNICEF has been working on formulating Rules and Guidelines for the Juvenile Justice Act 2000 of State of Karnataka since 2006. The ideas and need expressed in these group workings and in other discussions have been translated into a concept note to initiate a process of Automation for Management of the Juvenile Justice system - of all cases, process and

procedures therein for the state. The group also reviewed and formalized the Manual Forms as required and used by the JJ Institutions for maintaining case file of children who come under their purview. These forms will be useful to create system input forms as a first step in the automation of JJ Processes.

The process of automation also gains significance in the wake of the implementation of Integrated Child Protection Scheme (ICPS) that makes Child Tracking System mandatory.

## 8.2 Purpose and Objectives

The existing system is entirely manual, with data maintained in paper case files and registers, Statutory MIS reports are generated by manually going through records and tabulating necessary statistics in Excel Formats. The proposed system will meet the following objectives:

- 1) The system will be multi-user, interactive, and a centralized mechanism for data collection and case management of children in the JJ system both in institutional facilities and non-institutional facilities. It will provide for easy tracking of a child's case history and progress.
- 2) It will provide a customizable, user-friendly, and a secure way of maintaining information and managing various cases of children from intake to discharge, rehabilitation and after care.
- 3) Each case will be tracked from point of First Referral to Final Disposition at the CWC and JJB with the primary aim of speedy disposal. The system would provide Probationary Officers/ Case workers and social workers with the tools and processes for accessing and maintaining cases, filling up JJ Forms and use these tools to support their daily day social work/case work activity. It will be a work-flow tool used by all working on the case: Police/ SJPU, Child Line, Ngos / Fit Institutions, CWC, JJB Members and concerned department Officers
- 4) The system, through data management will also enable planning and review by the department at various levels

- 5) Easy generation of all statutory reports for review, planning and follow-up action, and over a period advocating appropriate policy changes
- 6) Over the time access to large amount case-history and institutional data could be used to recommend policy changes

### **8.3 Who will be benefitted?**

The Department of Women and Child Development, Karnataka and functionaries of CWCs, JJBs, Police Station - Special Juvenile Protection Unit (SJPU), Children Homes, Observation Homes, Special Homes, After Care Organizations, Fit Institutions / Fit Persons, Home for MR children, Sishu Mandira, Adoption agencies and Child Lines, would be benefitted. Other Government departments like Labour, Education, and Health etc would also be able to interface on concerned children cases

#### THE CHILD AND HIS/HER FAMILY

- A case registered at one SJPU/Child Line /CWC/JJB can be tracked at any SJPU/ChildLine/CWC/JJB located anywhere in Karnataka, even at the DWCD by all those authorized to use the system.
- Online information on the current status of a case, including visibility on delays in the process case hearing and transfers and restoration
- Basic details of the child will be online. This will not only reduce the time spent on the process, but will also reduce the trauma the child is subjected to, where the same information is solicited again and again by questioning the child multiple times because it is too tedious to go through the paper-work.
- Expedites the follow up on current cases
- For “repeat” cases of the same child, historical data will help the CWC / JJB in developing a more holistic individual care plan and rehabilitation
- Online information of the “found” child will help parents identify the child if they go to the nearest SJPU CWC/ JJB

#### THE CWC/ JJB

- Quicker disposal of case and hence Reduced case back-log
- Transparency of CWC/JJB as a law enforcement body

- Facilitate faster exchange of critical information between various departments, other CWCs and JJBs
- Substantial reduction of paperwork
- More efficient use of human resources
- Ability to access valid information in minimal time
- Streamlines the workflow
- Centralized database
- Better efficiency and effectiveness
- Greater coordination
- Improved long term public relations and consequent effective feedback
- Vertical integration of department's hierarchical units
- Instant system-wide alerts
- Paper-free information reporting through automatic data transfer

#### **8.4 Features of the Automation**

- Open System: The database would be developed on open systems like MySQL and application development in Java/J2EE/PHP or using free Microsoft Express Edition development tools
- Well organised: Easy to read, easy navigation and consistent 'look and feel'
- Scalable: It would be robust and scalable in terms of performance, volumes and functionality.
- Database driven: The dynamic data in the applications would be in a database. Letters, orders and other correspondence would be driven off the data- using mail-merge type applications
- User Friendly: The software design would be such that it is user friendly and allows for quick menu/ screen access and data entry
- Web-based: There will be no client side software installation, updates, or support. Authorized users will be able log in with any browser, access the data and carry out their tasks in the JJ. New releases and updates will be available to all potential users

- Security: Adequate security features to ensure only authorised access to the proposed Application software and its functions. Complete privacy to child’s data. Data would be secure and accessible to only authorized users
- Multilingual: The initial software should be in Kannada and English- but with a provision of providing other Indian language interfaces. The system labels will be in Kannada but data capture would be in English. It would be able to generate Reports in Kannada and English
- Analysis Tool: Ability to analyze information in several ways to look at trends, patterns to enable decision and policy making. A graphical presentation of the same .
- Quick Search and Retrieval: Quick search on case history and status of a specific child.
- Dashboards: Dashboards customized to job-roles of users to facilitate work-flow and decision making
- Technology: Explore technologies like hand held devices, smart cards for the children etc that would render the automation process beneficial and enable further action like social audit, reviews etc.
- Digital Documentation: Digital documentation/library for archiving of case laws – landmark judgments on children’s cases

## 8.5 Project Organization

The project would be a joint effort of DWCD & and National Informatics Centre (NIC), Bangalore, facilitated by UNICEF. To ensure cost effectiveness and quality Planning, Organizing and Controlling of the project would be done in an organized structure. The project will have groups as given in the table below

### Roles and Responsibilities within Project Organization

Group	Members	Role	Responsibilities	Meeting Frequency
<b>Project Steering Group (PSG)</b>	Director - DWCD, Child Protection Specialist, UNICEF Hyderabad, Director – NIC, and	The PSC would be the decision making and guiding body for all matters related to the conduct and progress	<ul style="list-style-type: none"> <li>• Securing funding</li> <li>• In house discussion within dept for</li> </ul>	Every month

	representatives from CPU, NIC, IT Expert group, Functional Expert Group and User Group.	of the Project.	<p>developing ownership</p> <ul style="list-style-type: none"> <li>• Approve project strategies, plans, scope and milestones</li> <li>• Resolving policy issues</li> <li>• Prioritizing project goals</li> <li>• Driving and managing changes through the Project organization</li> </ul>	
<b>Project Management Office (PMO)</b>	Members of CPU, NIC and Development Team	The PMO would manage the project on a day to day basis and coordinate execution of all stages of the project.	<ul style="list-style-type: none"> <li>• Managing and leading the project team on a day to day basis</li> <li>• Recruiting project staff and consultants</li> <li>• Managing co-ordination of the working groups engaged in project work.</li> <li>• Project planning,</li> </ul>	Every Week



			<p>monitoring and control.</p> <ul style="list-style-type: none"> <li>•</li> </ul>	
<b>Functional Experts Group (FEG)</b>	Prominent members of DWCD, JJ institutions like CWC & JJB, Homes, SJPU and NGOs	The FEG would provide all knowledge resources and advice for functional aspects of the automation processes	<ul style="list-style-type: none"> <li>• Provide functional expertise in JJ</li> <li>• Validates business rules related to JJ</li> <li>• Validate Data collection and managing processes</li> <li>• Communicating changes required to PMO</li> <li>• Training needs of staff working in JJ</li> </ul>	At different stages of development
<b>IT Experts Group (IEG)</b>	3-4 member volunteers from IT companies	The IEG would provide the technical knowledge and guidance to the Project.	<ul style="list-style-type: none"> <li>• Guide project planning, managing and control</li> <li>• Provide technical knowledge and guidance</li> <li>• Review all stages of development</li> </ul>	At different stages of development

			for compliance with industry standards	
<b>Development Team</b>	One Project Manager and four Developers. The Project Manager and three developers hired by DWCD under CPU, and one of the developers from NIC.	The development team would be the soul and heart of the project that would do the design, coding & testing for the application and Technical documentation	<ul style="list-style-type: none"> <li>• Working with the PMO on definition of development requirements and priorities</li> <li>• Data Migration</li> <li>• Interfaces with other systems</li> <li>• Reporting configuration and deployment</li> <li>• Set up and maintenance of security rights and access permissions</li> <li>• Contributing to technical strategy, policy and procedure</li> <li>• Development and operation of technical testing programs. Production of technical</li> </ul>	As and when required

			<p>documentation to agreed quality standards.</p> <ul style="list-style-type: none"><li>• Reporting on progress/issues to management and users</li><li>• Tech Documentation</li></ul>	
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<p><b>User Group</b></p>	<p>User group identified by the Department across all pilot District offices and Institutions.</p>	<p>The User Group would have representatives from DWCD, JJ Institutions, CWC, JJB and other agencies of the process. They would provide help in SRS gathering, User Testing, User Review and Training</p>	<ul style="list-style-type: none"> <li>• Specification of the User's needs is accurate, complete and unambiguous.</li> <li>• Development of the solution at all Stages is monitored to ensure that it will meet the User needs</li> <li>• Impact of potential changes is evaluated from the User point of view</li> <li>• Testing of the product at all Stages has the appropriate User representation (timely)</li> <li>• User liaison is functioning effectively</li> </ul>	<p>As and when need arises</p>
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## 8.6 Project Stages

Stage I: Systems Requirements Specification (Stage Completed)

Stage II: Development of automation processes, Testing and User Training

Stage III: Implementation and Support

### 1) Stage I : Systems Requirements Specification

- A Systems Requirements Specifications Document which includes the suggested Hardware and Software Platform for design and deployment and use cases
- A Proof of Concept with screen shots and screen flows
- Identification of the pilot sites for deployment
- A Plan for Design, Development , Deployment and Data Capture: Estimate of Time and Cost
- Human Resource Requirements for the successful deployment of the system
- Processes involved in subsequent use of the system

### 2) Stage II: System Development, Testing and User Training

- System Architecture
- Database Design Document
- Process Design Document
- Program Specifications Document
- System Test Plan
- Tested System (Program Code)
- User Manual
- Tutorial and Training material
- Forms for Data collection and Procedure Manuals

### 3) Stage III: System Implementation and Support

- System implemented in 4 pilot districts
- Training to all users of the system
- Enhancements, onsite support to pilot districts

## 8.7 Project Approach

### A. Stage 1: Systems Requirements Specification (SRS)

In this Stage 1 SRS, the requirements of the application was defined, a proof of concept was developed, and a detailed estimate of cost and time for developing the system and hardware requirements for next stages was prepared.

The SRS was prepared through detailed discussions with DWCD, CWC, JJB, JJ Institutions and study of the documents/ registers of these offices in the four districts

For the purpose of gathering the requirements, the SRS team meet Implementing Agencies

The SRS prepared will serve the following objectives:

- Define the scope of the system and the exclusions
- Document the justification in the context of improvement in JJ service delivery.
- Serve as a base for design and development of the system
- Identify the hardware and system platforms needed to develop and deploy the system (at the CWC, JJB, SJPU, Institutions: Children Home, Observation Home, Fit Institutions, DCPU, DWCD - all at district level)
- Identify the human resource needs for the deployment of the system
- Identify the risk factors and constraints
- Identify the factors critical to the development, deployment and usage of the developed system
- Identify the interfacing systems, and document the interface requirements to these systems e.g. Missing Children database.

The SRS document is intended for use by the following:

- The designers and developers of the automated system, and the maintenance and support team
- The Department of Women and Child Development
- Implementing Agencies like CWC and JJB

It is expected to enable them to understand all aspects of the system in detail. It will also be used by the user team

### **Stage 2: Application Development and Testing**

Design and development of the application and training of users in using the system. User, installation manuals, data entry forms and procedure manuals will be prepared. Based on the SRS, it would be possible to develop and deploy the system in multiple releases. Following steps will be carried out:

- The database schema of the system will be designed
- Internal specifications, program specifications etc will be prepared.
- The code for the system will be written, unit tested and system tested.
- User manuals and other associated documentation will be prepared and reviewed.
- User reviews will be carried out with DWCD and the implementation agencies during the design and development phase.
- User testing of the system by the Users will be carried out.

The following activities should to be taken up by DWCD:

- Ensuring that the hardware needed for the deployment of the automation is procured,
- Identification of users in the Department and JJ Institutions for using the system

### **Stage 3: Deployment: system Implementation and Support**

1. Hosting the automation system at the suitable location providing support to users, bug fixing and data validations – NIC/SDC.

2. Training potential users of the system

- Entering data in various forms developed
- Tracking case of a particular child using the system

- Generating reports
- Trouble shooting when the tool does not function- manual back-up process

3. To provide for incorporating of change arising from field implementation of the system. Reviews will be conducted during the implementation.



## **Appendix I: A Concept Note for e-JUST: The Child Tracking System for Juvenile Justice**

*(Concept Note prepared in 2008)*

Under the Juvenile Justice System, the Department of Women and Child, Government of Karnataka provides Care, Protection, Education, Treatment, Rehabilitation and Restoration to over 5000 children every year. These are children who have been identified as in need in care and protection or children who are alleged to be in conflict with law.

### **I. The Need**

The importance of an effective child tracking system which tracks the 'case' of a child from his/her first contact with the Juvenile Justice System to the restoration and rehabilitation has major implications for the well-being of a significant number of children. Quick access to data is essential for effective rehabilitation and restoration of children brought under the JJ System.

The existing system is entirely manual, with data maintained in paper case files and registers, Statutory MIS reports are generated by manually going through records and tabulating necessary statistics in Excel Formats. Technology provides powerful tools for required for storing and performing effective and rapid searches. Using these tools, MIS Reports could be automatically generated at all levels: State, District and Institution.

In the legal procedures followed to address the emergency needs of the children in need of care and protection, adjudication of cases of children found in conflict with law and protecting children's rights, both the Child Welfare Committee and the Juvenile Justice Boards, which are the main entities dealing with cases of the children, have to interface with various departments, allied systems and agencies. Technology will allow for interfacing with systems already in place with the other stake holders such as the Police, the Missing Children's Bureau. This will strengthen the communication between the different stake holders and quicken the speed of processing of the child's case related workflow.

Technology also enables transparency and better accountability, while providing the necessary safeguards and security for children's data.

Overtime, the repository of children's cases stored in the system could be used to observe and analyze patterns of and could become an invaluable source of sociological information for social policy planning and research. Thus, child protection could become not only effective & efficient but also proactive.

### **II. What are key expectations from the e-JUST- The child tracking system for JJ?**

The primary purpose of e-Just is to maintain information on children's cases, monitor and enhance the performance of the JJ system. e- JUST is envisaged to reduce dependence on paper and help in the automatic maintenance of registers and generation of reports, data analysis, better planning and

coordination, better accountability of children in the institutional care and speedy closure of cases. The key expectations are:

- ✓ e-JUST should be a multi-user, interactive, systematic and centralized mechanism for data collection and case management of children in the JJ system both in institutional facilities and non-institutional facilities. e-JUST should track a child's history and progress.
- ✓ It should provide a customizable, user-friendly, and a secure way of maintaining information and managing various cases of children from intake to discharge, rehabilitation and after care.
- ✓ Each case must be tracked from point of First Referral to Final Disposition at the CWC and JJB. The software solution must provide Probationary Officers/ Case workers and social workers with the tools and processes for accessing and maintaining cases, filling up JJ Forms and using these tools to support their daily day social work/case work activity.

#### **List of functions**

- ✓ First Referral Report
- ✓ Admission of Children in the Children's Homes
- ✓ Medical Report
- ✓ Case Processing (All
  - First Summary Inquiry
  - Supervision Order
  - Order of Detention
  - Order for Social Investigation Report
  - Social Investigation Report
  - Detailed Inquiry and Report
  - Dispositional Orders
  - Individual Care Plan
- ✓ Rehabilitation
  - Adoption

- Restoration
- Institutional Care
  - Admission
  - Transfer
  - Discharge
  - Individual Care Plan
- Sponsorship
- Foster Care
- Schooling
  - Admission
  - Transfer
  - Completion
  - Education Progress
- Progress Reports
- After Care
- ✓ Maintenance of Data on
  - Homes: Children’s Homes, Observation Homes, Fit Institutes
  - Schools, Vocational Training Institutions
  - JJB: Magistrate, Members, Tenure
  - CWC: Chairperson, Members, Tenure
  - Police Stations, SJPU
  - NGOs
  - Fit Persons

- Counselors, Medical Practitioners, Lawyers and other service providers

✓ Reports

At a Institution

List of Children in the Home

List of Children Due for Discharge

List of Children Placed for Adoption

Pending Cases

Discharged Cases

Pending SIRs

At a Department Level

Number of Children in each Home

Number Children Due for Discharge

Number of Children Placed for Adoption

Number of Pending Cases

Number of Discharged Cases

Number of Pending SIRs

At a CWC or JJB Level

List of Cases; ordered by Priority and Date

List of Cases Closed

List of Cases with their Resolutions

Sponsorships and Service Charges

Analysis

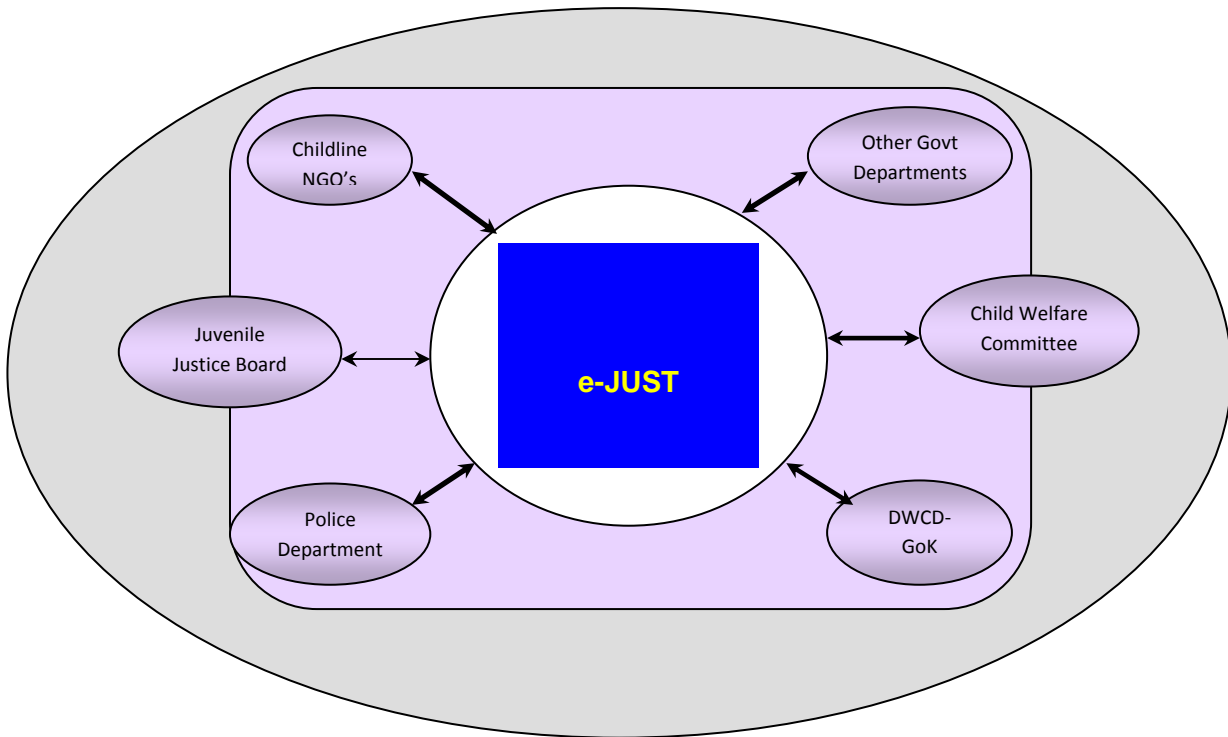
On types of Cases in a District and Across Districts

## Based on Time to Resolve: District and Case Type

## On Specified Child Protection Indicators

## MIS Reports to sent to Centre

- ✓ Export to a spreadsheet tool to allow for analysis on various parameters
- ✓ It must be designed around the statutory work process, and must provide CWC/ JJB/ Probationary Officers/ Case workers /Social workers the flexibility to do their job without being constrained by technology.
- ✓ Must allow access to historical data of child/previous case-history to enable more informed and effective rehabilitation measures for the child to authorized users.
- ✓ Word processing could be integrated into the system, giving templates and word processing features
- ✓ The system must be easily enhanceable.
- ✓ All the Institutions, SJPU, ChildLines, CWC and JJB must be networked.
- ✓ Interface with other systems such as: Missing Children's Database & ChildLine
- ✓ Automatically generated Reports and queries from the system must enable the Deputy Directors, and the Senior officers in the DWCD to obtain information that may not have been previously or easily accessible to them.
- ✓ A Resource Directory that provides an online list of Government Institutions, NGOs, Fit Institutions, Fit Persons, Counselors, Medical Practitioners and caregivers and other Certified Service providers, that is used directly by social/case workers in their daily activities or, referred to the public.



### III. GENERIC REQUIREMENTS

The following are the desirable general features of e-JUST

- Open System: The database should be developed on open systems
- Well organised: Easy to read, easy navigation and consistent 'look and feel'
- Scalable: Should be robust and scalable in terms of performance and functionality.
- Database driven: The dynamic data in the applications should be in a database. Letters, orders and other correspondence should be driven of the data- using mail-merge type applications
- User Friendly: The software design should be such that it is user friendly and allows for quick menu/ screen access and data entry
- Web-based: Data should be accessible through the web.
- Security: Adequate security features to ensure only authorised access to the proposed Application software and its functions. Complete privacy to child's data. Data should be secure and accessible to only authorized users

- Multilingual: The initial software should be in Kannada and English- but with a provision of providing other Indian language interfaces. Should be able to generate Reports in Kannada and English
- Analysis Tool: Ability to analyze information in several ways to look at trends, patterns to enable decision and policy making
- Quick Search and Retrieval: Quick search on case history and status of a specific child.

#### **IV. Advantages**

##### ***FOR THE CHILD AND HIS/HER FAMILY***

- A case registered at one SJPU/Child Line /CWC/JJB can be tracked at any SJPU/ ChildLine/CWC/JJB located anywhere in Karnataka, even at the DWCD by all those authorized to use the system.
- Online information on the current status of a case.
- Transparency of the CWC/JJB as a law enforcing body.
- Reduce dependence on officialdom.
- Expedites the follow up on current cases
- Quicker results

##### ***FOR THE CWC/ JJB***

- Facilitate faster exchange of critical information between various departments, other CWCs and JJBs
- Substantial reduction of paperwork
- Better use of human resources
- Ability to access valid information in minimal time
- Streamlines the workflow
- Centralized database

- Better efficiency and effectiveness
- Greater coordination
- Improved long term public relations and consequent effective feedback
- Vertical integration of department's hierarchical units
- Instant system-wide alerts
- Paper-free information reporting through automatic data transfer

**Administrative and interfacing functions indicated below**

- MIS reporting
- Financial accounting (Long Term)
- Stores & inventory accounting (Long Term)

**V. The Next Steps**

1. Identification of short term and long term objectives such as:
  2. Preparation of a Request For Proposal.
  3. Identification of a vendor or a departmental agency to document the requirements, design and develop the system.
- Documentation of systems processes and requirements including security of data to form the basis for the development of the software.
  - Defining the scope of automation.
  - Designing the system architecture & identifying the software and hardware platforms for developing the system
  - Planning of phased development & implementation



