



27 July 2025

RFP Proposal

for

“Development of a New Portal”

for

SPoCS and MGA (Design, Development, Implementation with Maintenance and online portal with application, processing and monitoring features)

for

NATIONAL COUNCIL OF SCIENCE MUSEUMS"

Version 1.0



NATIONAL COUNCIL OF SCIENCE MUSEUMS (MINISTRY OF CULTURE, GOVT OF INDIA)

enabling futurability..
Submitted by, ESDS Software Solution Ltd.

Statement of Confidentiality

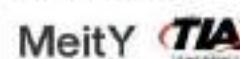
This proposal is being submitted to

“NATIONAL COUNCIL OF SCIENCE MUSEUMS”

by ESDS, with the explicit understanding that the contents would not be divulged to any third party without prior written consent from ESDS. All registered trademarks acknowledged.



CIN: U72200MH2005PLC155433



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ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B-24 &25, NICE Industrial Area,
Satpur MIDC Road, Nashik, Maharashtra - 422 007.
Toll Free: 1800 209 3006 | Email: getintouch@esds.co.in



Annexure – G

Name of the Work: Development of a New Portal for SPoCS and MGA (Design, Development, Implementation with Maintenance and STQC (Standardization Testing and Quality Certification). The portal should deploy online application, processing and monitoring functions of SPoCS & MGS with 4 years of maintenance period beyond 1year warranty.

TECHNICAL (TECHNO-COMMERCIAL) BID

Sl. No.	Details	Details	Page Nos.
General Information			
1.	<p>Name and Full Address of the bidder with Tel. No, E-mail & Fax Number (s) and Contact person</p> <p>M/s. ESDS Software Solution Ltd.</p> <p>Address: Plot No. B- 24 and 25, NICE Industrial Area, Satpur MIDC, Nashik 422 007</p> <p>Phone: 0253-6636500 bid.desk@esds.co.in fax: +91-9595247247</p> <p>Contact Person: Name: Mr. Utpal Saha Designation: Director – Sales Mobile No.: +91 98366 33618 Email ID: utpal.saha@esds.co.in</p>		----
2.	Name and Address of the lead partner of the consortium to whom the order will be placed. (Applicable only for the Consortium)	NA	----
3.	Status of the bidder: - Company / Partnership Firm/ Proprietorship firm/Consortium – Please specify	Company	-----
4.	In case of Company – please enclose Memorandum and Articles of Association along with certificates of incorporation , if company is a public limited then the certificate for commencement of business also to be enclosed.	Submitted	29-109
5.	In case of Partnership Firm – please enclose Certificate of Registration under the Partnership Act, 1932, along with valid partnership deed.	NA	
6.	In case of Proprietorship or Individual – please enclose a declaration on the letter head	NA	
7.	Compliance of statutory laws i) Copy of PAN card ii) Copy of Registration Certificate under GST	Submitted	110-117



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8.	i) Copy of ESI registration certificate, if applicable ii) Copy of EPF registration certificate, if applicable In case of non-applicability of EPF and / or ESI, the applicant shall submit a declaration to this effect. In case self-declaration is found to be false at any stage then contract will be terminated and the firm will be debarred from future tenders for three years.	Submitted	118-120
9.	State the Name of the Banker including IFSC Code and Account Number of the Bidder to follow digital mode of payment.	Submitted	121

Technical Eligibility Criteria

10.	Details of Earnest Money Deposit (EMD)Rs. 6,00,000/- (Rs. Six lakhs only), through Demand Draft/Pay Order/NEFT/RTGS, in favour of National Council of Science Museums.	Submitted	122
11.	The bidder should have a minimum of 5 years' experience in executing Website for Govt / Private organisation. (Annexure – D)	Submitted	5 PO Attached Separately
12.	The bidder should have successfully designed, developed, and hosted at least 7 websites/ web portals for any Government organization/ Institute (5 different Government Clients)	Submitted	6 PO Attached Separately
13.	The bidder should have Experience in conducting STQC certification of applications	Submitted	229-317
14.	The bidder should have an average annual financial turnover of at least Rs. 300 lakhs in last 3 years. (Annexure – F)	Submitted	9-19
15.	The bidder should have executed one single similar work of at least Rs. 50 lakhs or more or two similar works of Rs. 20 lakhs each or three similar works of 10 lakhs each in last three years. (Annexure-D)	Submitted	7 PO Attached Separately
16.	The bidder should have CMMI level 3 or above certification valid as on bid submission date.	Submitted	20



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		Enclosed In Technical Proposal
17.	The bidder should have associated/employed panel of expert(s) having following members for this project: Expert in the field of web design and development and its related work, who will act as a Team Leader ii. Website developer iii. Website Designer iv. Server System Analyst v. Support Engineers vi. Other Manpower (Annexure E)	Submitted
18.	Testimonials for empaneled list of NIC/ MeITY/ NICSI/ state IT bodies	Submitted Meity Certificate: Link https://ambud.meity.gov.in/#location 239-287
19.	Name and details of the service provider for Cloud Server and mail server (Annexure M)	ESDS SOFTWARE SOLUTION LIMITED ESDS SOFTWARE SOLUTION LIMITED
20.	Documentary evidences like Work Order, Completion Certificate, Income Tax Return, Audited Report, and Financial Statement, Valid MSME/NSIC Registration Certificate etc. to support. Sl no-10 to 17above.	Submitted Enclosed
21.	Should not have been blacklisted by any Central /State Government / Public sector Undertaking, Govt. of India. (Signed copy of Self-declaration to that effect should be submitted along with the technical bid/proposal).	Submitted 22
22.	Declaration by the vendor on abiding by code of integrity (CIPP) and disclosure on conflict of Interest.	Submitted 23

We hereby declare that the above statements are true. We also declare that the decision of National Council of Science Museums regarding selection of eligible firms for opening of Financial Bid (Part-II) shall be final and binding on us.

Date: 27.07.2025

Signature of the Tenderer



Name: Mr. Utpal Saha

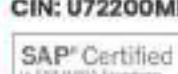
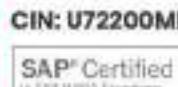
Designation: Director – Sales

Name of the: ESDS Software Solutions Ltd

Address: Plot No. B- 24 and 25, NICE Industrial Area, Satpur MIDC, Nashik 422 007

Mobile No.: +91 98366 33618

Email ID: utpal.saha@esds.co.in



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Satpur MIDC Road, Nashik, Maharashtra - 422 007.
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Ref: ESDS/NCSM/US/TC-1/2025-26

Dt: 27/7/2025

To
 Sr. Controller of Stores & Purchase
 National Council of Science Museums
 (Ministry of Culture, Govt.of India)
 33, Block GN, Sec V, Bidhannagar
 Kolkata – 700091

Sub: Eligibility Criteria of Bid Document

Tender No: I-18012/2/25(90)

Name of the work: Development of a New Portal for SPoCS and MGA (Design, Development, Implementation with Maintenance and STQC (Standardization Testing and Quality Certification). The portal should deploy online application, processing and monitoring functions of SPoCS & MGS with 4 years of maintenance period beyond 1-year warranty

Dear Sir,

Reference to the captioned subject, we have enclosed the following documents in line with the RFP/Tender requirement & subsequent corrigendum published. Details of the supporting docs enclosed are tabulated below for your ready reference for the pre-qualification criterias :

Sl.	Tender Criteria	Documents Attached Along	Addl. Remarks (if any)
1	The agency/firm should have a minimum of 5 years of experience in portal development. Work Orders with Completion Certificate to substantiate the claim should be submitted	<p>Web portal development with work order copy & completion certificate attached along of –</p> <p>* Maharashtra State Road Transport Corporation (MSRTC) # W.O Dt – 24/12/2013</p> <p>* IPAS, Govt Of Maharashtra Dept # W.O Dt- 3/12/2014</p> <p>* Coal India Ltd. (CIL) # W.O. Dt.7/11/2013</p> <p>* SIDBI # W.O 10/4/2015</p> <p>* Maharashtra Public Service Commission # W.O. Dt – 9/6/2011</p> <p>* Power Finance Corporation (PFC) # W.O Dt – 4/4/2016</p>	<p>Work Order Refers to experience in web portal & web application development work experience more than 5 yrs – Clause Complied</p> <p>Enclosed: Purchase Order and Completion Certificate as detailed below:</p> <p>MSRTC: Page No: 75-100</p> <p>IPAS Page No: 162-182</p> <p>CIL Page No: 73-74</p> <p>SIDBI Page No: 108-114</p> <p>MPSC Page No: 115-117</p> <p>PFC Page No: 120-122</p>



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TIA

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2	The agency/firm should have past experience developing and designing professional portals for at least 5 reputed Government clients and 7 Projects over the last 5 years.	Work order copy of design & development of Web Portal over last 5 years of following reputed Govt. Clients attached along: * J&K Campa – Govt. of J&K # W.O Agreement Dt.4/12/2020 * Delhi Metro Rail Corporation (DMRC) # W.O Dt. 28/11/2020 * OCAC – Farmer Advisory Portal (for Dept of Agriculture – Govt. of Odisha) # W.O Dt. 30/01/2024 * Indian Institute of Banking & Finance (IIBF) # W.O PO Date – 7/12/2024 * FSSAI # W.O PO Dt – 18/3/2021 * NEDFI # W.O Dt – 4/7/2023 * NEDFI # W.O Dt – 11/01/2021 * Ministry of Statistics and Programme Implementation # W.O Dt- 18-Nov-2024 * Maharashtra Industrial Development Corporation (MIDC) # W.O Dt- 05/10/2020 * Mahila Arthik Vikash Mahamandal (Govt. of Maharashtra) # W.O Dt – 2/2/2021	Work Order Copies with relevant dates over last 5 years for 5 reputed Govt. Clients / Undertakings / Subsidiaries and 7 Projects Provided – Clause Complied Enclosed Separately: Purchase Order and Completion Certificate, as detailed below: J&K Campa: Page No- 158 DMRC: Page No- 142-145 IIBF: Page No- 3-38 FSSAI: Page No- 39-42 NEDFI: Page No- 183-190 NEDFI: Page No- 191-198 MOSPI: Page No- 154-157 MIDC: Page No- 205-208 MAVIM: Page No- 199-204
3	The Average Annual Turnover of the Bidder for last three financial years (2024-25, 2023- 24, and 2022-23) should be minimum INR 300 lakhs.	Audited Balance Sheets / CA Certificate Attached	Clause Complied Page No- 9-19
4	The vendor should have CMMI Level 3 Certification.	CMMI Certificate Attached along	We are CMMI Level 5 Certified – Clause Complied, Enclosed. Page No- 20



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9001:2015
14001:2015
45001:2018
AS/NZS ISO 30414:2019
AS/NZS ISO 30415:2019



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5	<p>The Bidder should have the requisite work experience of completing similar projects during the last 5 years ending last day of month previous to the date of issuing of tender as per the details given below:</p> <p>One similar work of value not less than Rs. 50 lakh or</p> <p>Two similar works each of value not less than Rs. 20 lakhs or</p> <p>Three similar works each of value not less than Rs. 10 lakhs</p>	<p>Similar Works Order with Completion Certificate / Go Live Certificate Attached along:</p> <p>*GoSkill Job Portal for Odisha Skill Development Authority (OSDA) # W.O Value INR 1,26,19,840/- with satisfactory completion certificate of 'Go Live'</p> <p>*Delhi Metro Rail Corporation (DMRC) # W.O Value INR 95,99,342/- Dt. 28/11/2020 with satisfactory completion certificate of 'Go Live'</p> <p>* FSSAI # W.O Value INR 5000000/- W.O Dt 18/3/2021</p> <p>*Mahila Arthik Vikash Mahamandal (Govt. of Maharashtra) # W.O Value INR 14,00,000 Dt – 2/2/2021</p>	<p>Clause Complied</p> <p>Go Skill: Page No- 43-72</p> <p>DMRC: Page No- 142-145</p> <p>FSSAI: Page No- 39-42</p> <p>MAVIM: Page No- 199-204</p>
6	Awareness and experience of the latest smart technologies for website development is required.	<p>*Brief Case Study Citation of OCAC – Farmer Advisory Portal using latest smart technologies attached along</p> <p>*Detailed in Technical Proposal Attached towards approach & methodologies for the current scope of Tender</p>	<p>Complied</p> <p>Page No-21</p>
7	Should not have been blacklisted by any Central /State Government / Public sector Undertaking, Govt. of India. (Signed copy of Self-declaration to that effect should be submitted along with the technical bid/proposal).	Self-Declaration Attached Along	<p>Complied</p> <p>Page No- 22</p>
8	Should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services.	Self-Declaration Attached Along	<p>Complied</p> <p>Page No-23</p>
9	Competencies: a. Experience in creating and maintaining very professionally and exceptionally creative websites/portals. b. Excellent I.T. skills and project management skills.	*Detailed in Technical Proposal Attached towards approach & methodologies for the current scope of Tender along with necessary O&M support	Complied



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	c. Ability to juggle priorities and deadlines and perform well under pressure; d. To respond quickly to the maintenance requirement in the post commissioning phase; e. Awareness on the latest smart technologies for portal development; f. Ability to regularly maintain, update the developed portal.		
10	Bidders should demonstrate his or her developed projects with all functionalities during the presentation stage	Will provide the same during presentation	Complied
11	The bidder should have at least 10 employee strength/resource personnel who have technical competence for website development/revamp. They should possess the requisite qualification (B.E./B.Tech. /MCA any relevant) and relevant experience	ESDS HR Letter with relevant declarations attached along	Complied Page No- 24-28
12	The bidder should have valid GST Registration Number, PAN etc., whichever is applicable (Signed copy of proof may be enclosed).	All Statutory Docs Including Article of Memorandum of Association / Company Registration / PAN / GST attached along	Complied 29-117
13	In addition to above mentioned selection criteria, each bidder needs to give a prototype presentation of a sample website based on the scope of work presented in this document. During the presentation, NCSM may welcome further suggestions, enhancements etc. pertaining to the scope of this project. The schedule of prototype presentation shall be provided by NCSM	Will provide the same during presentation	Complied

Thanking you,

For ESDS Software Solution Ltd.

Name: Mr. Utpal Saha

Designation: Director – Sales



CIN: U72200MH2005PLC155433

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ESDS SOFTWARE SOLUTION LIMITED

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Ref: ESDS/NCSM/US/TC-1/2025-26

Annexure-K

Dt: 27/7/2025

To

Sr. Controller of Stores & Purchase
National Council of Science Museums
(Ministry of Culture, Govt.of India)
33, Block GN, Sec V, Bidhannagar
Kolkata – 700091

Sub: Undertaking

Tender No: I-18012/2/25(90)

Name of the work: Development of a New Portal for SPoCS and MGA (Design, Development, Implementation with Maintenance and STQC (Standardization Testing and Quality Certification). The portal should deploy online application, processing and monitoring functions of SPoCS & MGS with 4 years of maintenance period beyond 1-year warranty

Dear Sir,

I, Mr. Utpal Saha, Director – Sales of **ESDS Software Solution Ltd.**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at **Plot No. B-24 & 25, NICE Industrial Area, Satpur MIDC, Nashik – 422007, Maharashtra, India**, do hereby undertake and declare that

Sr. No	Financial Year	Turnover in Indian Rupees	Document Enclosed
1	2022-23	201,37,14,604/-	Audited Balance Sheet and P &L and CA Certificate
2	2023-24	281,36,75,372/-	Audited Balance Sheet and P &L and CA Certificate
3	2024-25 Unaudited (R/off)	357,42,80,000/-	Self-Certified & Unaudited Balance Sheet and P &L

We are also enclosing these CA certificate along with audited balance sheet and P&L account for the period from FY 2021-2022 to 2023-2024.

Thanking you,

For ESDS Software Solution Ltd.

Name: Mr. Utpal Saha
Designation: Director – Sales
Name of the: ESDS Software Solutions Ltd



CIN: U72200MH2005PLC155433

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AGCA SOC

ISO



INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4(SUGAM), ITR-5, ITR-6, ITR-7 filed and verified]
 (Please see Rule 12 of the Income-tax Rules, 1962)

Assessment Year
2022-23

PAN	AABCE4981A		
Name	ESDS SOFTWARE SOLUTION LIMITED		
Address	PLOT NO GEN 71/1 and 71/1/1 , C/O INNOVATIVE INFOCOM , MAHAPE CIRCLE , MIDC , MIDC,Mumbai Suburban , 19-Maharashtra , 91-India , 400710		
Status	Public Company	Form Number	ITR-6
Filed u/s	139(1) Return filed on or before due date	e-Filing Acknowledgement Number	825158521291122
Taxable Income and Tax details		Current Year business loss, if any	1 12,23,63,409
		Total Income	0
		Book Profit under MAT, where applicable	2 2,30,05,700
		Adjusted Total Income under AMT, where applicable	3 0
		Net tax payable	4 38,40,112
		Interest and Fee Payable	5 0
		Total tax, interest and Fee payable	6 38,40,112
		Taxes Paid	7 10,59,95,387
		(+)Tax Payable /(-)Refundable (6-7)	8 (-) 10,21,55,280
		Accreted Income as per section 115TD	9 0
		Additional Tax payable u/s 115TD	10 0
		Interest payable u/s 115TE	11 0
Additional Tax and interest payable	12 0		
Tax and interest paid	13 0		
(+)Tax Payable /(-)Refundable (12-13)	14 0		

This return has been digitally signed by PIYUSH SOMANI in the capacity of Managing Director having PAN AVQPS7405L from IP address 115.124.115.73 on 29-Nov-2022

DSC Sl. No. & Issuer 3359808 & 51865001CN=Capricorn CA 2014,OU=Certifying Authority,O=Capricorn Identity Services Pvt Ltd.,C=IN

System Generated

Barcode/QR Code



AABCE4981A06825158521291122BCEBB2FB4BCD8C2962384C6AC46D5999C5F8FB4A

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU



INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT <small>[Where the data of the Return of Income in Form ITR-1(SAHAJ), ITR-2, ITR-3, ITR-4(SUGAM), ITR-5, ITR-6, ITR-7 filed and verified] (Please see Rule 12 of the Income-tax Rules, 1962)</small>				Assessment Year
PAN	AABCE4981A			2023-24
Name	ESDS SOFTWARE SOLUTION LIMITED			
Address	B24,25, NICE INDUSTRIAL AREA, MIDC, SATPUR , NASIK , 19-Maharashtra, 91-INDIA, 422007			
Status	6-Public company	Form Number	ITR-6	
Filed u/s	139(1)-On or before due date	e-Filing Acknowledgement Number	510577091101123	
Taxable Income and Tax Details	Current Year business loss, if any	1	25,64,21,448	
	Total Income	2	0	
	Book Profit under MAT, where applicable	3	0	
	Adjusted Total Income under AMT, where applicable	4	0	
	Net tax payable	5	0	
	Interest and Fee Payable	6	0	
	Total tax, interest and Fee payable	7	0	
	Taxes Paid	8	14,58,72,979	
	(+) Tax Payable /(-) Refundable (7-8)	9	(-) 14,58,72,980	
Accrued Income and Tax Detail	Accrued Income as per section 115TD	10	0	
	Additional Tax payable u/s 115TD	11	0	
	Interest payable u/s 115TE	12	0	
	Additional Tax and interest payable	13	0	
	Tax and interest paid	14	0	
	(+) Tax Payable /(-) Refundable (13-14)	15	0	
	This return has been digitally signed by PIYUSH SOMANI in the capacity of Managing Director having PAN AVQPS7405L from IP address 115.124.115.74 on 10-Nov-2023 16:12:39 at NASIK (Place) DSC SI.No & Issuer 3359808 & 51865001CN=Capricorn CA 2014,OU=Certifying Authority,O=Capricorn Identity Services Pvt Ltd.,C=IN			
System Generated		 AABCE4981A06510577091101123e30687cd2ccbf6b57d97f1d9ecddabd7ce4e8770		
<u>DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU</u>				



INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT <small>[Where the data of the Return of Income in Form ITR-1(SAHAJ), ITR-2, ITR-3, ITR-4(SUGAM), ITR-5, ITR-6, ITR-7 filed and verified] (Please see Rule 12 of the Income-tax Rules, 1962)</small>				Assessment Year
PAN	AABCE4981A			2024-25
Name	ESDS SOFTWARE SOLUTION LIMITED			
Address	B24,25, NICE INDUSTRIAL AREA, MIDC, SATPUR, NASIK , NASHIK , 19-Maharashtra, 91-INDIA, 422007			
Status	6-Public company	Form Number	ITR-6	
Filed u/s	139(1)-On or before due date	e-Filing Acknowledgement Number	726600061261124	
Taxable Income and Tax Details	Current Year business loss, if any	1	0	
	Total Income	2	0	
	Book Profit under MAT, where applicable	3	23,81,66,925	
	Adjusted Total Income under AMT, where applicable	4	0	
	Net tax payable	5	4,16,12,526	
	Interest and Fee Payable	6	0	
	Total tax, interest and Fee payable	7	4,16,12,526	
	Taxes Paid	8	18,13,28,869	
	(+) Tax Payable /(-) Refundable (7-8)	9	(-) 13,97,16,340	
Accrued Income and Tax Detail	Accrued Income as per section 115TD	10	0	
	Additional Tax payable u/s 115TD	11	0	
	Interest payable u/s 115TE	12	0	
	Additional Tax and interest payable	13	0	
	Tax and interest paid	14	0	
	(+) Tax Payable /(-) Refundable (13-14)	15	0	
	This return has been digitally signed by PIYUSH SOMANI in the capacity of Managing Director having PAN AVQPS7405L from IP address 115.124.115.74 on 26-Nov-2024 10:58:22 at NASIK (Place) DSC SI.No & Issuer 3359808 & 194571642575CN=Capricorn Sub CA for Individual DSC 2022,OU=Certifying Authority,O=Capricorn Identity Services Pvt Ltd.,C=IN			
System Generated		 AABCE4981A06726600061261124557d82012d92dcdf3ebcc01bcfd66105d39550b3		
<u>DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU</u>				



Particulars	Notes	March 31, 2023	March 31, 2022
ASSETS			
I. Non-current assets			
Property, plant and equipment	3	1,297.29	2,040.34
Right-of-use-assets	4	830.41	850.45
Capital work-in-progress	5	-	8.70
Intangible assets	6	64.14	89.31
Financial Assets			
Investments	7	0.56	0.56
Non-current financial assets	8.a	142.39	200.77
Other non-current assets	9	2.18	2.13
Total non-current assets		3,895.65	3,190.26
II. Current assets			
Current financial assets			
Trade receivables			
Sales	10a	565.17	634.30
Utilities	10b	310.12	339.05
Cash and cash equivalents	11	157.72	340.32
Other bank balances	12	409.39	146.30
Other current financial assets	8.b	83.98	109.21
Income-tax assets	13	230.55	134.29
Other current assets	14	182.62	239.68
Total current assets		1,598.11	1,953.33
Total assets		4,545.76	5,153.49
EQUITY AND LIABILITIES			
Equity			
Equity share capital	15	92.89	91.37
Other equity			
Reserves and surplus	16	2,384.31	2,044.00
Other reserves	16	73.93	99.61
Total equity		2,381.15	2,245.97
LIABILITIES			
I. Non-current liabilities			
Non-current financial liabilities			
Non-current borrowings	17.a	929.30	655.15
Lease liabilities	4	158.70	60.31
Other non-current financial liabilities			
Employee benefit obligations	19	91.05	83.95
Deferred tax liabilities (net)	23	(8.88)	48.57
Total non-current liabilities		1,570.85	1,394.64
II. Current liabilities			
Current financial liabilities			
Current borrowings	17.b	430.35	449.30
Lease liabilities	4	145.20	20.00
Trade payables			
Total outstanding dues of micro enterprises and small enterprises	20	50.75	10.70
Total outstanding dues of creditors other than micro enterprises and small enterprises	20	206.15	237.56
Other current financial liabilities	18	55.22	526.38
Employee benefit obligations	19	3.08	1.09
Other current liabilities	21	124.37	99.24
Total current liabilities		1,823.99	1,551.26
Total liabilities		2,394.81	2,848.33
Total equity and liabilities		4,545.76	5,153.49

The above balance sheet should be read in conjunction with the accompanying significant notes.

In terms of our report of even date

For Shah Khandelwal Jain & Associates
 ICAI Firm Registration Number: 142740W
 Chartered Accountants

A.C.Khandelwal
 Ashish Khandelwal
 Partner
 Membership No.: 349278
 Place: Pune
 Date: 05/09/2023



For and on behalf of the Board of Directors
 ESDS Software Solution Limited
 CIN: U72300MH2005PLC155403

KP Somani
 Piyush Somani
 Chairman and Managing Director
 DIN: 02319582
 Place: Nashik
 Date: 05/09/2023

KP Somani
 Kamal Somani
 Whole Time Director
 DIN: 02471164
 Place: Nashik
 Date: 05/09/2023

Piyush Somani
 Piyush Somani
 Company secretary and compliance officer
 M/No A3-030
 Place: Nashik
 Date: 05/09/2023

Nehalini Sita Bansalkar
 Nehalini Sita Bansalkar
 Chief Financial Officer
 Place: Nashik
 Date: 05/09/2023



ESDS Software Solution Limited
 Separate Financial Statements
 Statement of Profit and Loss for the Year ended March 31, 2023
 (All amounts are in Rupees million, unless otherwise stated)

Particulars	Notes	March 31, 2023	March 31, 2022
Revenue from operations	24	2,013.71	1,932.34
Other income	25	45.23	46.63
Total income		2,058.94	1,978.97
Expenses			
Employee benefit expense	26	739.86	680.41
Finance costs	27	225.18	169.28
Depreciation and amortisation expense	28	461.69	420.76
Other expenses	29	791.96	641.88
Total expenses		2,218.69	1,912.33
Profit before exceptional items		(159.76)	66.64
Exceptional Items			
Rates and Taxes	41	47.78	35.00
Profit before tax		(207.54)	31.64
Income tax expense			
Current tax (MAT)	22	-	4.02
Less MAT credit entitlement	22	-	(4.02)
Deferred tax	22	(37.21)	10.59
Total tax expense		(57.21)	10.58
Profit for the period [A]		(150.32)	21.05
Other comprehensive income			
<i>Items that may be reclassified to profit or loss</i>			
Charges in the fair value of debt instruments at FVOCI			
<i>Items that will not be reclassified to profit or loss</i>			
Changes in the fair value of equity instruments at FVOCI			3.24
Remeasurement of post-employment benefit obligations		(0.26)	0.07
Income tax relating to these items		0.07	(0.90)
		(0.19)	2.34
Total other comprehensive income for the period, net of tax [B]		(0.19)	2.34
Total comprehensive income for the period [A+B]		(150.51)	23.39
Earnings per share	30		
Basic (Face value of equity shares - 1 per share)		(1.62)	0.32
Diluted		(1.62)	0.32

The above statement of profit and loss should be read in conjunction with the accompanying notes.

For Shah Khandelwal Jain & Associates

ICAI Firm Registration Number: 142740W

Chartered Accountants

A.C.Khandelwal
Ashish Khandelwal

Partner
Membership No.: 049278
Place: Pune
Date: 05/09/2023



For and on behalf of the Board of Directors

ESDS Software Solution Limited

CIN: U72200MH2005PLC155433

Piyush Somani
Piyush Somani
Chairman and Managing Director
DIN: 02357582
Place: Nashik
Date: 05/09/2023

K.P.Somani
Kunal Somani
Whole Time Director
DIN: 08477154
Place: Nashik
Date: 05/09/2023

Prasad Deskar

Prasad Deskar
Company secretary and compliance officer
M No:A34350
Place: Nashik
Date: 05/09/2023

Nandkara Sita Ramash
Chief Financial Officer

Place: Nashik
Date: 05/09/2023



Particulars	Notes	March 31, 2024	March 31, 2023
ASSETS			
I. Non-current assets			
Property, plant and equipment	3	2,193.56	1,857.26
Right-of-use of assets	4	984.73	830.41
Intangible assets	6	35.20	64.14
Financial Assets			
Investments	7	0.50	0.50
Non-current financial assets	8.a	97.19	270.42
Deferred tax Assets (net)	23	-	8.88
Other non-current assets	9	24.51	-
Total non-current assets		3,330.80	3,141.87
II. Current assets			
Current financial assets:			
Trade receivables			
Billed	10.a	685.45	565.17
Unbilled	10.b	764.53	310.12
Cash and cash equivalents	11	12.24	157.72
Other bank balances	12	-	20.00
Other current financial assets	8.b	576.59	554.62
Income-tax assets	13	149.39	270.25
Other current assets	14	178.82	182.32
Total current assets		2,869.51	1,819.79
Total assets		6,420.31	4,961.65
EQUITY AND LIABILITIES			
Equity			
Equity share capital	15	92.89	92.89
Other equity			
Reserve and surplus	16	2,340.21	2,184.33
Other reserves	16	116.95	73.93
Total equity		2,553.12	2,351.15
LIABILITIES			
I. Non-current liabilities			
Non-current financial liabilities:			
Non-current borrowings	17.a	847.73	629.80
Lease liabilities	4	433.12	528.70
Employee benefit obligations	19	125.19	91.33
Deferred tax Liability (net)	23	45.36	-
Total non-current liabilities		1,496.29	1,579.83
II. Current liabilities			
Current financial liabilities:			
Current borrowings	17.b	309.67	430.15
Lease liabilities	4	161.20	145.20
Trade payables			
Total outstanding dues of micro enterprises and small enterprises	20	3.72	59.78
Total outstanding dues of creditors other than micro enterprises and small enterprises	20	221.23	203.64
Other current financial liabilities	18	101.20	55.22
Employee benefit obligations	19	3.12	2.08
Other current liabilities	21	101.40	128.17
Total current liabilities		984.87	1,801.75
Total liabilities		1,476.27	2,381.30
Total equity and liabilities		6,420.31	4,961.65

The above balance sheet should be read in conjunction with the accompanying significant notes
 In terms of our report of even date

For Shrikhande & Jain & Associates:
 ICAI Firm Registration Number: 142740W
 Chartered Accountants

Ashish Khondekar
 Partner
 Membership No.: 089278
 Place : Pune
 Date: 06/09/2024



For and on behalf of the Board of Directors
 ESDS Software Solutions Limited
 CIN: L12500MH2005PLC159433

Piyush Sonari
 Chairman and Managing Director
 DIN: 02357582
 Place: Nashik
 Date: 06/09/2024

Komal Sonari
 Whole Time Director
 DIN: 08471714
 Place: Nashik
 Date: 06/09/2024

Praful Deskar
 Company secretary and compliance officer
 DIN: 08471714
 Place: Nashik
 Date: 06/09/2024

Nandkumar Sha Ramchand
 Chief Financial Officer
 Place: Nashik
 Date: 06/09/2024



Particulars	Notes	March 31, 2024	March 31, 2023
Revenue from operations	24	2,813.68	2,013.71
Other income	25	56.38	45.22
Total income		2,870.05	2,058.94
Expenses			
Employee benefit expense	26	841.21	739.86
Finance costs	27	271.48	225.18
Depreciation and amortisation expense	28	494.40	461.69
Other expenses	29	1,002.19	791.96
Total expenses		2,609.27	2,218.69
Profit before exceptional items		260.78	(159.76)
Exceptional items			
Rates and Taxes	41	6.55	47.78
Penalty	42	4.18	-
Profit before tax		250.04	(207.54)
Income tax expense			
Current tax (MAT)	22	4.56	-
Less: MAT credit entitlement		-	-
Prior year taxes		4.35	-
Deferred tax	22	76.31	(57.21)
Total tax expense		85.22	(57.21)
Profit for the period [A]		164.83	(150.32)
Other comprehensive income			
<i>Items that will not be reclassified to profit or loss</i>			
Revaluation surplus on Land and Building		38.97	-
Changes in the fair value of equity instruments at FVOCI		-	-
Remeasurement of post-employment benefit obligations		(9.71)	(0.20)
Income tax relating to these items		2.70	0.07
		31.96	(0.19)
Total other comprehensive income for the period, net of tax [B]		31.96	(0.19)
Total comprehensive income for the period [A+B]		196.79	(150.51)
Earnings per share			
Basic (Face value of equity shares : 1 per share)	30	1.77	(1.62)
Diluted		1.77	(1.62)

The above statement of profit and loss should be read in conjunction with the accompanying notes.

For Shah Khandelwal Jain & Associates

ICAI Firm Registration Number: 142740W

Chartered Accountants

A.C.Khandelwal

Ashish Khandelwal
Partner
Membership No.: 049218
Place: Pune
Date: 06/09/2024



For and on behalf of the Board of Directors

ESDS Software Solution Limited

CIN: U72120MH2005PLC155433

Prash Somani
Chairman and Managing Director
DIN: 023575K
Place: Nashik
Date: 06/09/2024

Komal Somani
Whole Time Director
DIN: 08177154
Place: Nashik
Date: 06/09/2024

Prasad Deokar
Company secretary and compliance officer
M No:A34330
Place: Nashik
Date: 06/09/2024

Nafukura Sita Ramaiyah
Chief Financial Officer
Place: Nashik
Date: 06/09/2024

ESDS Software Solution Limited
Separate Financial Statements
Balance Sheet as at March 31, 2025
(All amounts are in Rupees million, unless otherwise stated)

Particulars	Notes	As at March 31, 2025	As at March 31, 2024
ASSETS			
I. Non-current assets			
Property, plant and equipment	3	2,849.96	2,180.36
Right -of- use- of- assets	4	662.43	994.73
Intangible assets	5	12.70	33.20
Financial Assets			
Investments	6	429.22	0.56
Non- current financial assets	7.a	122.22	97.19
Other non-current assets	8	33.61	24.81
Total non-current assets		4,110.14	3,330.86
II. Current assets			
Current financial assets			
Trade receivables			
Billed	9a	984.93	685.45
Unbilled	9b	432.22	504.53
Cash and cash equivalents	10	190.48	12.74
Other current financial assets	7.b	823.63	576.55
Income-tax assets	11	(182.72)	140.39
Other current assets	12	365.30	178.85
Total current assets		2,613.84	2,098.52
Total assets		6,723.96	5,429.38
EQUITY AND LIABILITIES			
Equity			
Equity share capital	13	100.43	92.89
Other equity			
Reserves and surplus	14	4,230.04	2,343.27
Other reserves	14	116.71	116.95
Total equity		4,447.17	2,553.12
LIABILITIES			
I. Non-current liabilities			
Non-current financial liabilities			
Non-current borrowings	15.a	405.97	847.73
Lease liabilities	4	499.89	933.12
Employee benefit obligations	17	141.10	120.19
Deferred tax Liability (net)	21	46.04	65.36
Total non-current liabilities		1,092.99	1,966.39
II. Current liabilities			
Current financial liabilities			
Current borrowings	15.b	221.16	306.67
Lease liabilities	4	140.40	164.49
Trade payables			
Total outstanding dues of micro enterprises and small enterprises	18	26.50	5.72
Total outstanding dues of creditors other than micro enterprises and small	18	256.59	221.23
Other current financial liabilities	16	392.94	101.20
Employee benefit obligations	17	3.56	3.13
Other current liabilities	19	142.64	107.43
Total current liabilities		1,183.80	909.87
Total liabilities		2,276.79	2,876.26
Total equity and liabilities		6,723.96	5,429.38

The above balance sheet should be read in conjunction with the material accounting policy information and notes forming part of the Separate Financial Information.

This is the Separate Balance Sheet referred to in our report of even date.

For Shah Khandelwal Jain & Associates

ICAI Firm Registration Number: 142740W

Chartered Accountants

For and on behalf of the Board of Directors

ESDS Software Solution Limited

CIN : U72200MH2005PLC155433

Ashish Khandelwal

Partner

Membership No.: 049278

Place : Pune

Date :

Piyush Somani

Chairman and Managing Director

DIN :02357582

Place: Nashik

Date :

Komal Somani

Whole Time Director

DIN: 08477154

Place: Nashik

Date :

Prasad Deokar

Company secretary and compliance officer

M No:A34350

Place: Nashik

Date :

Nadukuru Sita Ramaiah

Chief Financial Officer

Place : Nashik

Date :



ESDS Software Solution Limited
Separate Financial Statements
Statement of Profit and Loss for the year ended March 31, 2025
(All amounts are in Rupees million, unless otherwise stated)

Particulars	Notes	For the Year ended March 31, 2025	For the Year ended March 31, 2024
Revenue from operations	22	3,574.28	2,813.68
Other income	23	161.05	56.38
Total income		3,735.34	2,870.05
Expenses			
Employee benefit expense	24	937.37	841.21
Finance costs	25	218.63	271.48
Depreciation and amortisation expense	26	607.43	494.40
Other expenses	27	1,099.00	1,002.19
Total expenses		2,862.43	2,609.27
Profit / (loss) before exceptional items		872.90	260.78
Exceptional Items			
Rates and Taxes	39	1.41	6.55
Penalty	39	-	4.18
Profit / (loss) before tax		871.49	250.04
Income tax expense			
Current tax	20	329.35	4.56
Less: MAT credit entitlement		-	-
Prior year taxes		-	4.35
Deferred tax	20	19.03	76.31
Total tax expense / (write-back of tax expense)		348.38	85.22
Profit/(loss) for the year [A]		523.11	164.83
Other comprehensive income			
<i>Items that may be reclassified to profit or loss</i>			
Changes in the fair value of debt instruments at FVOCI		-	-
<i>Items that will not be reclassified to profit or loss</i>			
Revaluation surplus on Land and Buildings		-	38.97
Changes in the fair value of equity instruments at FVOCI		-	-
Remeasurement of post-employment benefit obligations		(3.02)	(9.71)
Income tax relating to these items		0.84	2.70
		(2.18)	(7.01)
Total other comprehensive income/(loss) for the year, net of tax [B]		(2.18)	31.96
Total comprehensive income/(loss) for the year [A+B]		520.93	196.79
Earnings per share			
Basic (Face value of equity shares : 1 per share)	28	5.49	1.77
Diluted		5.49	1.77

The above statement of profit and loss should be read in conjunction with material accounting policy information and notes forming part of the Separate Financial Information.

This is the Statement of Separate Profit & Loss referred to in our report of even date.

For Shah Khandelwal Jain & Associates

ICAI Firm Registration Number: 142740W

Chartered Accountants

For and on behalf of the Board of Directors

ESDS Software Solution Limited

CIN : U72200MH2005PLC155433

Ashish Khandelwal
 Partner
 Membership No.: 049278
 Place : Pune
 Date :

Piyush Somani
 Chairman and Managing Director
 DIN :02357582
 Place: Nashik
 Date :

Komal Somani
 Whole Time Director
 DIN: 08477154
 Place: Nashik
 Date :



Office : 655, 2nd Floor, 'A' Wing, Market Yard, Shri Anand Rushiji Marg, Panchavati, Nashik - 422 003. ☎ (0253)2513445

Ref. No.

Certificate

We have obtained and verified relevant books and records of relevant years of M/s. ESDS Software Solution Ltd. (Previously known as M/s ESDS Software Solution Pvt Ltd.) having registered office at Plot No- B24 & 25, NICE Industrial Area, MIDC Satpur, Nashik - 422007 Maharashtra that to the best of our knowledge and belief were necessary for issue of this certificate.

We certify that Turnover and Net worth from IT / ITES business of last three Financial years of company are as follows:-

Financial Year	Annual Turnover in INR (Rs.)	Net Worth In INR (Rs.)
2021-22	1,93,23,37,821	2,20,52,74,297
2022-23	2,01,37,14,604	2,35,11,50,703
2023-24 (R/off)	2,81,36,80,000	2,55,31,20,000

This certificate is being issued on the request of M/s. ESDS Software Solution Ltd. (Previously Known as M/s. ESDS Software Solution Pvt. Ltd.)

Place: Nasik

Date: 08 / 02 / 2025



For Prashant Hiran & Associates
Chartered Accountants



Proprietor
Firm Registration No.119486W

UDIN : 25106299BMGJCO2116





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ESDS Software Solution Limited

On being appraised at **Maturity Level 5** on the Capability
Maturity Model Integration (CMMI) – DEV, V3.0 based on a
Benchmark Appraisal Method for Process Improvement V3.0

Appraisal ID: 74034

R & D Centre

Valid until – Dec 04, 2027

Dr. Vinit Maheshwari
CMMI Institute Certified High Maturity Lead Appraiser
ID# 0500531-01

Dec 04, 2024

Date

Maturity Level 5





ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B-24 &25, NICE Industrial Area,
Satpur MIDC Road, Nashik, Maharashtra - 422 007.
Toll Free: 1800 209 3006 | Email: getintouch@esds.co.in



OCAC – Farmer Advisory Portal

Client: Department of Agriculture & Farmers' Empowerment, Govt. of Odisha.

Project Start Date: January 2024

Project Status : ' Go Live ' Certified

Website Url: <https://fup.odisha.gov.in/>

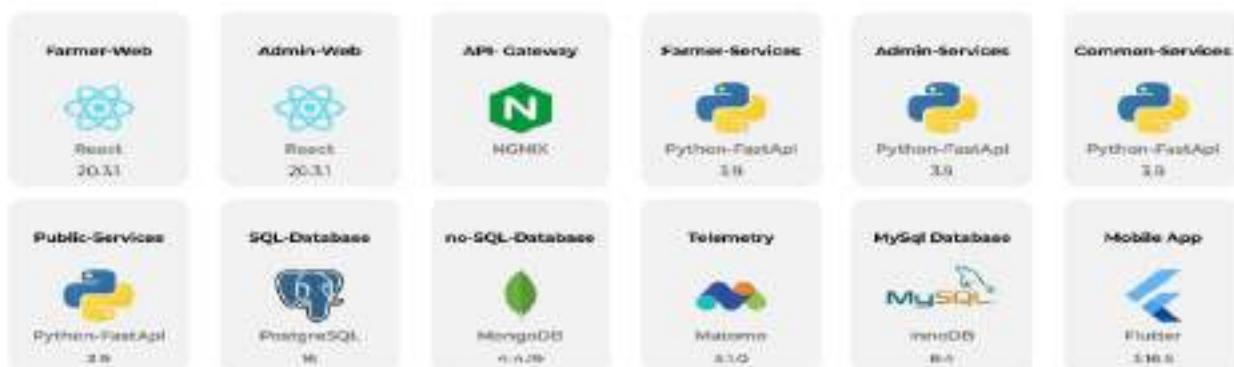
Mobile App: <https://play.google.com/store/apps/details?id=com.odisha.ocacfup>

Project Background: The Department intends to implement a Farmers' Advisory Portal to provide a one-stop solution for farmers to consult when they seek views/suggestions on various farm related activities, agricultural & allied sector practices, farm produces/crop information, weather forecasts etc. and to be a ready access to the information related to farmers' specific needs. The portal will be a knowledge base for Farmers, Extension Workers, Department officials, Suppliers, Dealers, Manufacturers & Entrepreneurs and will be beneficial for the Farmers of the state to get the real time information about agriculture.

Salient features:

- | | |
|---|---|
| 1. User Management | 9. Benefit Passbook |
| 2. Interactive Dashboard | 10. Soil Health Card |
| 3. System Health Dashboard | 11. Digital Crop Survey |
| 4. Telemetry | 12. Farmer's eKYC Status |
| 5. Integrations with DAFE Systems (GO SUGAM, SAFAL-Credit Portal, Krushak Odisha, Seed DBT) | 13. Grievance Redressal |
| 6. Integration with Automated Weather Station | 14. Scheme Eligibility Calculator |
| 7. SMS/eMail/Social media (Facebook, Instagram, Twitter) Implementation | 15. Notification Service |
| 8. Ama Krushi AI Chatbot | 16. Price Discovery System |
| | 17. Discovery for farm equipment renting |
| | 18. Private Ecosystem Linkage for eMarket place |

Technology Stacks:



Development Methodology: Agile	Version Control & Repository Management: GitLab
Deployment & Automation Tools: CI/CD Pipeline	Architecture: microservices-based architecture Containerization: Kubernetes, Docker



CIN: U72200MH2005PLC155433
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ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B-24 & 25, NICE Industrial Area,
Satpur MIDC Road, Nashik, Maharashtra - 422 007.
Toll Free: 1800 209 3006 | Email: getintouch@esds.co.in



Ref: ESDS/NCSM/US/TC-1/2025-26

Dt: 27/7/2025

To
Sr. Controller of Stores & Purchase
National Council of Science Museums
(Ministry of Culture, Govt.of India)
33, Block GN, Sec V, Bidhannagar
Kolkata – 700091

Sub: Undertaking of Non Blacklisting.

Tender No: I-18012/2/25(90)

Name of the work: Development of a New Portal for SPoCS and MGA (Design, Development, Implementation with Maintenance and STQC (Standardization Testing and Quality Certification). The portal should deploy online application, processing and monitoring functions of SPoCS & MGS with 4 years of maintenance period beyond 1-year warranty

Dear Sir,

I, Mr. Utpal Saha, Director – Sales of **ESDS Software Solution Ltd.**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at **Plot No. B-24 & 25, NICE Industrial Area, Satpur MIDC, Nashik – 422007, Maharashtra, India**, do hereby undertake and declare that **our company, ESDS Software Solution Ltd., has not been blacklisted by any Central / State Government Department, Public Sector Undertaking, or the Government of India.**

Thanking you,



For ESDS Software Solutions Ltd.

Name: Mr. Utpal Saha

Designation: Director – Sales

Address: Plot No. B- 24 and 25, NICE Industrial Area, Satpur MIDC, Nashik 422007

Name of the: ESDS Software Solutions Ltd



CIN: U72200MH2005PLC155433

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ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B-24 & 25, NICE Industrial Area,
Satpur MIDC Road, Nashik, Maharashtra - 422 007.
Toll Free: 1800 209 3006 | Email: getintouch@esds.co.in



Ref: ESDS/NCSM/US/TC-1/2025-26

Dt: 27/7/2025

To
Sr. Controller of Stores & Purchase
National Council of Science Museums
(Ministry of Culture, Govt.of India)
33, Block GN, Sec V, Bidhannagar
Kolkata – 700091

Sub: Undertaking Regarding Absence of Major Litigation

Tender No: I-18012/2/25(90)

Name of the work: Development of a New Portal for SPoCS and MGA (Design, Development, Implementation with Maintenance and STQC (Standardization Testing and Quality Certification). The portal should deploy online application, processing and monitoring functions of SPoCS & MGS with 4 years of maintenance period beyond 1-year warranty

Dear Sir,

I, Mr. Utpal Saha, Director – Sales of **ESDS Software Solution Ltd.**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at **Plot No. B-24 & 25, NICE Industrial Area, Satpur MIDC, Nashik – 422007, Maharashtra, India**, do hereby undertake and declare that:

Our company is **not involved in any major litigation** that may have an impact on or compromise the **delivery of services** as required under the scope of work.

Thanking you,



For ESDS Software Solutions Ltd.

Name: Mr. Utpal Saha

Designation: Director – Sales

Address: Plot No. B- 24 and 25, NICE Industrial Area, Satpur MIDC, Nashik 422 007

Name of the: ESDS Software Solutions Ltd



CIN: U72200MH2005PLC155433

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MeitY

TIA

PCI DSS

ACPA
SOC

ISO
9001:2015
14001:2015
45001:2018
AS/NZS ISO 30419
AS/NZS ISO 30402



ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B- 24 & 25, NICE Industrial Area,
Satpur MIDC Rd, Nashik, Maharashtra 422007.

Toll Free: 1800 209 3006 | **Email:** getintouch@esds.co.in



Ref: ESDS/NCSM/US/TC-1/2025-26

Dt: 27/7/2025

To
Sr. Controller of Stores & Purchase
National Council of Science Museums
(Ministry of Culture, Govt.of India)
33, Block GN, Sec V, Bidhannagar
Kolkata – 700091

Sub: Undertaking – Manpower Strength Declaration

Tender No: I-18012/2/25(90)

Name of the work: Development of a New Portal for SPoCS and MGA (Design, Development, Implementation with Maintenance and STQC (Standardization Testing and Quality Certification). The portal should deploy online application, processing and monitoring functions of SPoCS & MGS with 4 years of maintenance period beyond 1-year warranty

Dear Sir,

I, Rushikesh Aher – General Manager HR of ESDS Software Solutions Ltd., a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at Plot No. B-24 & 25, NICE Industrial Area, Satpur MIDC, Nashik 422 007, Maharashtra, India, do hereby undertake and declare that:

As per Clause No. X (Manpower Strength) under Section 6.1: Eligibility Criteria, we confirm that, as of **31.03.2025**, ESDS Software Solutions Ltd. has **more than 450 full-time technical resources** on its payroll. These professionals possess the **requisite qualifications** (such as B.E., B.Tech., MCA, or other relevant degrees) and have the **relevant experience and technical competence** in website development and revamp activities.

enabling futurability..

Thanking you,

For ESDS Software Solution Limited



Mr. Rushikesh Aher
General Manager - HR



CIN: U72200MH2005PLC155433

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The Telecom Infra Project
International Telecommunication
Infrastructure Project

PCI DSS
Compliant





ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B-24 &25, NICE Industrial Area,
Satpur MIDC Road, Nashik, Maharashtra - 422 007.
Toll Free: 1800 209 3006 | Email: getintouch@esds.co.in



Annexure A

Sr. No	Employee Name	Qualification	Experience	Expertise & Certification
1	Prashant Nathe	B.Tech	14 Years	Database Admin - Oracle DBA
2	Viraj Suresh Nevase	MCA	13 years	Sr. Developer - Larvel, PHP
3	Harshal Vasudev Agrawal	B.E	10 years	Developer - React
4	Mithil Ramesh Padhye	BE	20 years	Microsoft Certified: Azure Administrator
5	Pradeep Laxman Patil	B.SC	5 years	Software Engineer - XML
6	Ashok Lahanu Pomnar	ME	1 years	Jr. Engineer - Angular
7	Jahangir Alam	B.SC	11 years	Specialist - XML
8	Rashmi Sanket Jape	B.SC	14 years	Sr. Manager - VBScript
9	Rajesh Jagannath Gaikar	B.SC	12 years	Red Hat Certified Engineer (RHCE)
10	Pravin Baijunath Sonawane	B.CS	7 years	Google Professional Data Engineer
11	Lokesh Wani	BE	13 years	Sr. Developer - JS Script Language
12	Alamgir Mohammad Sayyed	B.SC	2 years	Microsoft Certified: Azure Administrator
13	Prakash Arun Mahajan	BCA	13 years	Specialist - VBScript
14	Pradeep Rampalsingh Solanki	B.SC	5 years	Microsoft Certified: Azure Administrator
15	Santosh Appasaheb Ugale	ME	4 years	Google Professional Data Engineer
16	Komal Piyush Somani	BE	3 years	Jr. Engineer - VBScript
17	Ashish Arvind Gangwar	BE	11 years	Cisco Certified Network Associate (CCNA)
18	Vishal Arun Chaudhari	BE	12 years	Cisco Certified Network Associate (CCNA)
19	Rashid Hanif Shaikh	B.SC	9 years	ComptIA Security+
20	Priyanka Vickyraj Chavan	BE	12 Years	Sr. Specialist - PMP
21	Vinayak Kisan Thete	ME	20 years	Red Hat Certified Engineer (RHCE)
22	Amit Rajendra Khairnar	BCA	2 years	Node.js Certificate
23	Gaurav Sanjay Godse	BE	18 years	Red Hat Certified Engineer (RHCE)
24	Amandeep Sidhu	B.Tech	10 years	Google Professional Data Engineer
25	Bhagwan Vitthal Sahane	B.SC	1 years	Oracle Certified Java Programmer
26	Gauraang Dhanesh Rai Kalal	BE	10 years	Sr. Developer - Microsoft SQL DB
27	Sneha Milind Kharat	MCA	19 years	Google Professional Data Engineer
28	Anita Sushil Donde	B.SC	6 years	Cisco Certified Network Associate (CCNA)
29	Kiran Madhav Aher	B.SC	20 years	Red Hat Certified Engineer (RHCE)
30	Vijay Bandopant More	BCA	7 years	Oracle Certified Java Programmer
31	Manoj Devram Mali	BE	10 years	Cisco Certified Network Associate (CCNA)
32	Kamlesh Atmaram Chaube	MCA	14 years	Oracle Certified Java Programmer
33	Manoj Shravan Pawar	ME	11 years	Google Professional Data Engineer
34	Manoj Soma Nage	BCS	15 years	Specialist - XML
35	Nilesh Balasaheb Dalvi	BCA	3 years	UI Developer - HTML5
36	Abhijeet Sanjay Bhokare	BE	7 years	Developer - Angular JS
37	Kiran Umedsingh Pawar	BE	13 years	Red Hat Certified Engineer (RHCE)
38	Sagar Arun Patil	BE	16 years	React Developer Certificate
39	Dhananjay Sanjay Pawar	BCS	15 years	Microsoft Certified: Azure Administrator
40	Rushikesh Kishor Aher	B.SC	7 years	ComptIA Security+
41	Azharoddin Salimoddin Shaikh	BE	11 years	Cisco Certified Network Associate (CCNA)



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ESDS SOFTWARE SOLUTION LIMITED

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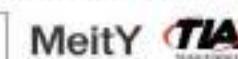
42	Nikhil Arvind Jadhav	BE	6 years	React Developer Certificate
43	Mayuri Uttam Adsure	MCA	16 years	Oracle Certified Java Programmer
44	Sonal Amit Chavan	B.SC	9 years	Cisco Certified Network Associate (CCNA)
45	Bhushan Vinayak Phirke	MCA	4 years	Oracle Certified Java Programmer
46	Nishant Narendra Faye	BE	19 years	Microsoft Certified: Azure Administrator
47	Kanchan Pritish Kulkarni	B.SC	4 years	Developer - ASP.Net
48	Kaustubh Rajmal Dusane	BE	6 years	Developer - xHTML
49	Arjun Chandrabhan Shinde	BE	3 years	Developer - JQuery
50	Nitin Subhash Patil	BCS	11 years	Oracle Certified Java Programmer
51	Chetan Santosh Bhalerao	BCS	1 years	MQ
52	Aamez Irfan Kazi	BE	10 years	Engineer - Angular JS
53	Vikas Rajendra Pathak	BE	11 years	Microsoft Certified: Azure Administrator
54	Amol Janardhan Shelar	BE	3 years	Jr. Engineer - VBScript
55	Jamir Abrar Shaikh	BCA	13 years	Full Stack - VB.Net
56	Kiran Laxman Bachhav	BE	13 years	React Developer Certificate
57	Chetan Bhupendra Madan	BCA	19 years	ADO.NET Developer
58	Sagar Nandkishor Sainkar	MCA	12 years	ComptIA Security+
59	Niteesha Sanjay Birari	BCA	3 years	Microsoft Certified: Azure Administrator
60	Priyanka Chandrakant Kshirsagar	BE	5 years	Microsoft Certified: Azure Administrator
61	Lalit Janardhan Nehete	BCA	18 years	Angular JS Developer
62	Deepak Anand	B.Tech	17 years	React Developer Certificate
63	Dipak Ashok Bankar	B.SC	20 years	ComptIA Security+
64	Kajal Jayant Deore	B.SC	2 years	Oracle Certified Java Programmer
65	Fharuk Sayyed Baji Shaik Shaikh	B.Tech	3 years	Laravel Developer Certificate
66	Sandipan Nimeshchandra Bhattacharjee	B.SC	3 years	Microsoft Certified: Azure Administrator
67	Ramiz Khalik Shaikh	BE	9 years	Red Hat Certified Engineer (RHCE)
68	Shubham Dipak Puranik	BE	14 years	Angular Developer
69	Chhakuli Netaji Dhurjad	BE	14 years	Oracle Certified Java Programmer
70	Shadab Arif Khan	B.SC	3 years	ComptIA Security+
71	Vinay Kumar Mishra	B.Tech	2 years	Cisco Certified Network Associate (CCNA)
72	Trupti Pandurang Shirsat	BE	15 years	Cisco Certified Network Associate (CCNA)
73	Amol Chhaburao Shelar	B.SC	10 years	Cisco Certified Network Associate (CCNA)
74	Anil Nirvutti Dhage	BCA	11 years	Microsoft Certified: Azure Administrator
75	Sushant Dashrath Sutar	B.Tech	6 years	ComptIA Security+
76	Nagesh Srinivas Malavalli	BE	6 years	Google Professional Data Engineer
77	Abhijeet Rambahu Aher	B.SC	15 years	ComptIA Security+
78	Vishal Netram Shakya	BE	4 years	Developer - VBScript
79	Lalita Punjaram Shinde	BE	5 years	Cisco Certified Network Associate (CCNA)
80	Aashish Dattatray Porje	BE	17 years	Front End Developer - HTML, CSS
81	Roshni Jha	B.SC	10 years	Cisco Certified Network Associate (CCNA)
82	Nilesh Kailas Ahirrao	BE	11 years	Sr. Engineer - XML
83	Pradip Ravindra Pawar	BE	19 years	Red Hat Certified Engineer (RHCE)



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84	Tejas Sanjay Joshi	BE	12 years	Developer - VB.Net
85	Jitesh Harish Lohar	BE	2 years	Oracle Certified Java Programmer
86	Yogesh Bapurao Shimpi	BCS	2 years	Oracle Certified Java Programmer
87	Deekshith Yadav	B.Tech	16 years	Cisco Certified Network Associate (CCNA)
88	Tushar Janardan Ghotekar	BE	6 years	Developer - JQuery
89	Utpal Saha	B.SC	15 years	Developer - ASP.Net
90	Ninad Purushottam Bakare	BE	5 years	Cisco Certified Network Associate (CCNA)
91	Piyush Uttam Tajane	BE	12 years	PHP Developer Certificate
92	Amit Harnathsingh Katewa	Post Graduation in Advanced Cloud computing	6 years	Oracle Certified Java Programmer
93	Kanchan Vijay Avhad	Post Graduation in Advanced Cloud computing	15 years	MQ
94	Rucha Nitin Khambekar	Post Graduation in Advanced Cloud computing	10 years	Tech Lead - Six Sigma Black belt
95	Dhanashri Krushnachandra Vispute	BE	12 years	Oracle Certified Java Programmer
96	Gaurav Rajendra Maniyar	Post Graduation in Advanced Cloud computing	18 years	Cisco Certified Network Associate (CCNA)
97	Ajinkya Shantaram Dhongade	BE	5 years	Software Engineer - Angular JS
98	BE		8 years	Oracle Certified Java Programmer
99	Prashant Ahire	BCA	12 years	Google Professional Data Engineer
100	Vikas Tulsiram Khairnar	BCS	4 years	Software Engineer - Node.js Certificate
101	Samir Najir Shaikh	BCS	8 years	Cisco Certified Network Associate (CCNA)
102	Ashish Kumar Patel	B.Tech	4 years	Cisco Certified Network Associate (CCNA)
103	Ankit Sharma	BE	19 years	CompTIA Security+
104	Kunal Sarmalkar	B.SC	9 years	Red Hat Certified Engineer (RHCE)
105	Vishal Vasant Shinde	BE	19 years	Cisco Certified Network Associate (CCNA)
106	Matin Munaf Shaikh	BE	12 years	Microsoft Certified: Azure Administrator
107	Aditya Sanjay Chavan	MCA	15 years	Sr. Developer - ADO.NET
108	Pallavi Mishra	BE	5 years	Developer - ADO.NET
109	Ganesh Gorakh Gaikwad	BE	15 years	CompTIA Security+
110	Ajaya Kumar Parida	MCA	19 years	Program Manager - PMP, Azure Certification
111	Yogesh Gorakh Thete	BCA	6 years	Microsoft Certified: Azure Administrator
112	Sagar Ramdas Godse	MCA	12 years	Google Professional Data Engineer



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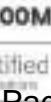


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Toll Free: 1800 209 3006 | Email: getintouch@esds.co.in



113	Girish Poobalan	BCA	5 years	Cisco Certified Network Associate (CCNA)
114	Bhushan Chandrakumar Chhajed	BE	8 years	Developer - Angular
115	Divya Ashok Kalewar	BE	17 years	Google Professional Data Engineer
116	Niraj Jitendra Chhajed	BE	6 years	developer - AJAX
117	Tushar Bhausaheb Sawalkar	BE	5 years	CompTIA Security+
118	Priyanka Pawar	BE	2 years	Node.js Certificate
119	Javid Rafiq Sayyed	MCA	19 years	Oracle Certified Java Programmer
120	Pankaj Murlidhar Katkar	B.Tech	13 years	Oracle Certified Java Programmer
121	Rajashekhar Bandi	B.Tech	10 years	developer - AJAX
122	Adnan Anis Shaikh	BE	20 years	Laravel Developer Certificate
123	Shibasrit Pradhan	MCA	21 Years	Program Manager - PMP, Python
124	Nupur Subhash Marathe	BCA	7 years	Developer - ADO.NET
125	Hazinabanu N	M SC	8 years	Oracle Certified Java Programmer
126	Pranav Sanjay Kute	BE	14 years	Microsoft Certified: Azure Administrator
127	Kalpesh Prabhakar Patil	BE	13 years	MQ
128	Sonali Saurabh Pawar	B.Tech	12 years	Sr. Developer PHP
129	Manish Vilas Pingale	BE	14 years	Microsoft Certified: Azure Administrator
130	Shraddha Shivaji Bhagure	BE	9 years	Developer PHP
131	Ketan Sanjay Kamble	BE	12 years	Sr. Developer PHP
132	Jagannadh Bevara	B.SC	12 years	Manager - PMP
133	Rakesh Sanjay Patil	BCA	4 years	Red Hat Certified Engineer (RHCE)
134	Kiran Ramdhan Varade	BE	7 years	Developer - Node Js
135	Kajal Umesh Yadav	M.CS	4 years	Developer - Angular
136	Deep Kishan	BE	18 years	CompTIA Security+
137	Sheeran Shakeel Saudagar	BCA	17 years	Microsoft Certified: Azure Administrator
138	Siddhant Swayam Prakash	B.Tech	13 years	Project Coordinator - PMP basic
139	Abdulkadar Bohari	BE	15 years	Cisco Certified Network Associate (CCNA)
140	Chandan Rathore	BE	1 years	Oracle Certified Java Programmer
141	Prashant Ambadas Pandit	B.CS	19 years	CompTIA Security+
142	Prashant Punja Nathe	BE	5 years	Developer - MEARN
143	Sagar Ganpat Bharaskar	BE	5 years	Google Professional Data Engineer
144	Awais Shaikh	B.SC	8 years	Oracle Certified Java Programmer
145	Ashley Joaquim Cardoz	BCA	17 years	Cisco Certified Network Associate (CCNA)
146	Sanket Subhash Suryawanshi	BE	16 years	Developer - Angular
147	Shrikant Bamne	M.Tech	3 years	Oracle Certified Java Programmer
148	Rushikesh Sunder Kokate	MCA	12 years	Developer - Angular
149	Rajeev Thakur	MCA	14 years	Manager - Prince-2
150	Vishal Ashok Ghorpade	BCA	18 years	Microsoft Certified: Azure Administrator
151	Sohan Nandkishor Birari	B.SC	17 years	CompTIA Security+
152	Rakesh Madhukar Yeole	BE	13 years	Oracle Certified Java Programmer
153	Bhushan Dilip Lambole	MCA	1 years	Red Hat Certified Engineer (RHCE)
154	Shubham Vinod Hosmani	B.Tech	15 years	PHP Developer Certificate
155	Prasad Eknath Chaudhari	BE	19 years	Microsoft Certified: Azure Administrator



CIN: U72200MH2005PLC155433

(THE COMPANIES ACT, 2013)
(COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION
OF
ESDS SOFTWARE SOLUTION PRIVATE LIMITED

(New set of Articles of Association adopted in substitution of the existing Articles of Association of the Company and insertion of share subscription and shareholders agreement as approved by the Members at their Extra Ordinary General Meeting held on 4th June, 2018)

PART A

I. PRELIMINARY

1. The provisions contained in these Articles shall have an overriding effect on the provisions contained in the previously existing Articles of Association of the Company.
2. Subject as hereinafter provided, the regulations contained in or made applicable by Table "F" in the First Schedule to the Companies Act, 2013 and applicable to private companies (which regulations are hereinafter called Table "F") shall apply to the Company to the extent they are not in conflict with any provision of these Articles and/or the Share Subscription and Shareholders' Agreement, but in case of variation or inconsistency between these Articles and Table "F", these Articles shall prevail.

II. Interpretation

- (1) In these regulations—
 - (a) "the Act" means the Companies Act, 2013,
 - (b) "the seal" means the common seal of the company.
- (2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

III. PRIVATE COMPANY

3. The Company is a private company within the meaning of Section 3(1) (b) and 2(68) of the Act and accordingly:
 - a) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing;
 - b) The number of Members of the Company (exclusive of persons who are in the employment of the Company and persons who having been formerly in the employment of the Company, were Members of the Company while in the employment and have continued to be Members after the employment ceased) shall be limited to two hundred; provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the



Company, they shall, be treated as a single Member.

- c) No invitation shall be issued to the public to subscribe for any securities of the Company.

IV. SHARE CAPITAL

a) The Authorized Share Capital of the Company shall be such amounts and be divided into such shares as mentioned in Clause V of the Memorandum of Association from time to time. The Company has power from time to time, to alter the Memorandum of Association by ordinary resolution, to (a) increase or reduce its capital; (b) convert all or any of its fully paid up shares into stock, and reconver that stock into fully paid-up shares of any denomination; (c) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares; (d) subdivide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; (e) cancel shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled; and (f) to divide the shares in the capital for the time being into other classes including non-voting shares and shares with differential rights as to dividend and to attach thereto respectively such preferential, deferred, or other special rights, privileges, conditions or restrictions, as may be determined by the Directors in accordance with the provisions of the Act in force and to vary, modify or abrogate any such right, privilege or condition or restriction in such manner as may for the time being be permitted by these Articles or the legislative provision for the time being in force in that behalf.

b) The minimum Paid-up capital of the Company shall be Rs. 1,00,000/- (Rupees One Lakh only) or such higher amount as may be prescribed from time to time.

c) Provisions of Section 43 of the Act shall not apply to the Company.

**Note – The members of the company in its Extra – Ordinary General Meeting held on 3rd May, 2018 adopted new set of Articles of Association and Altered Share Capital clause by inclusion of clause 'c' in Articles of Association.*

IV A. Share capital and variation of rights

4. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

5. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be

provided,—

- (a) one certificate for all his shares without payment of any charges; or



(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

6. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued with the provisions of the Articles of Association of the Company and the applicable Law.

(ii) The provisions of Articles (2) and (3) shall *mutatis mutandis* apply to debentures of the company.

7. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

8 (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rule made thereunder.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

9. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

10. The rights conferred upon the holders of the shares of any class issued with preferred or



other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further share ranking *pari passu* therewith.

11. The Company, subject to the provisions of Section 55 of the said Act, issued preference shares which are at the option of the Preference Shareholders are liable to be redeemed mandatorily in any manner provided in the said section and may issue shares up to the nominal amount of the shares redeemed or to be redeemed as provided in sub-section 4 of the said section. Notwithstanding anything contained herein 23,87,297, 12% Optionally Convertible Cumulative Preference Shares of INR 100 each aggregating to INR 23,87,29,700 (Rupees Twenty Crore Eighty Seven Lakhs Twenty Nine Thousand Seven Hundred Only) shall be mandatorily redeemed out of proceeds of the fresh issue of 13,28,355, 0.01% Compulsorily Convertible Preference Shares of INR 100 each aggregating to INR 13,28,35,500 (Rupees Thirteen Crore Twenty Eight Lakhs Thirty Five Thousand Five Hundred Only) by the holder thereof on the date of receipt of the proceeds of fresh issue of said Compulsorily Convertible Cumulative Preference Shares by the Company.

**Note – The members of the company in its Extra – Ordinary General Meeting held on 3rd May, 2018 adopted new set of Articles of Association and included of clause 'vi' in Articles of Association.*

V. LIEN

12. The Company shall have a first and paramount lien –

- a) on every share (not being a fully-paid share) for all moneys (whether presently payable or not) called or payable at a fixed time, in respect of that share; and
- b) on all shares (not being fully paid shares) standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company. Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

13 The Company's lien, if any, on a share shall extend to all Dividends payable thereon.

14 The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made –

- a) unless a sum in respect of which the lien exists is presently payable, and
- b) until the expiration of 14 (Fourteen) days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

15. a) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser(s) thereof.

b) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

c) The purchaser shall not be bound to see the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to



the sale.

16 a) The proceeds of the sale shall be received by the Company and applied in the payment of such part of the amount in respect of which the lien exists as is presently payable.

b) The residue, if any, shall subject to a like lien for sums not presently payable as existed upon the shares before the sale be paid to the person entitled to the shares at the date of the sale.

VI. CALLS ON SHARES

17. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

(iii) A call may be revoked or postponed at the discretion of the Board

18. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments.

19. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

20. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

21. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

22. The Board—

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance,



become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and the member paying the sum in advance.

VII. TRANSFER AND TRANSMISSION OF SHARES

Transfer of shares

23. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

24. The Board may, subject to the right of appeal conferred by section 58 decline to register—

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the company has a lien.

25. The Board may decline to recognise any instrument of transfer unless—

(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

26. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

Transmission of shares

24. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a shareholder, shall be the only persons recognized by the company as having any title to his interest in the shares.

(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

25. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required



by the Board and subject as hereinafter provided, elect, either—

- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.

(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

26. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

27. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have complied with.

VIII. FORFEITURE OF SHARES

28. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

29. The notice aforesaid shall—

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

30. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by



the notice has been made, be forfeited by a resolution of the Board to that effect

31. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

32. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

33. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

(iii) The transferee shall thereupon be registered as the holder of the share; and

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

34. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

IX. ALTERATION OF CAPITAL

35. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

36. Subject to the provisions of section 61, the company may, by ordinary resolution,—

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by



the memorandum;

(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

37. Where shares are converted into stock,—

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

38. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,—

- (a) its share capital;
- (b) any capital redemption reserve account; or
- (c) any share premium account.

X. CAPITALISATION OF PROFITS

39. (i) The company in general meeting may, upon the recommendation of the Board, resolve—

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;



(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);

(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;

(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

40. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

(b) generally do all acts and things required to give effect thereto.

(ii) The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iii) Any agreement made under such authority shall be effective and binding on such members.

XI. BUY-BACK OF SHARES

41. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

XII. GENERAL MEETINGS

42. All general meetings other than annual general meeting shall be called extraordinary general meeting.

43. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.



XIII. PROCEEDINGS AT GENERAL MEETINGS

44 (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

45 . The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

46. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

47. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

XIV. ADJOURNMENT OF MEETING

48 . (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

XV. VOTING RIGHTS

49. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—

(a) on a show of hands, every member present in person shall have one vote; and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

50. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

51. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.



52. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

53. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

54. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

55. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

XVI. PROXY

56. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

57. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

58. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

XVII. BOARD OF DIRECTORS

59. The first Directors of the Company shall be:

- a) PIYUSH PRAKASHCHANDRA SOMANI
- b) SARLA PRAKASHCHANDRA SOMANI

60. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—

(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or



(b) in connection with the business of the company.

61. The Board may pay all expenses incurred in getting up and registering the company.

62. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that (section)) make and vary such regulations as it may think fit respecting the keeping of any such register.

63. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

64. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

65. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

(ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

XVIII. PROCEEDINGS OF THE BOARD

66. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

67. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

68. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

69. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose



one of their number to be Chairperson of the meeting.

70. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

71. (i) A committee may elect a Chairperson of its meetings.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

72. (i) A committee may meet and adjourn as it thinks fit.

(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

73. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

74. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

XIX. CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

77. Subject to the provisions of the Act,—

(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

78. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

XX. THE SEAL



79. (i) The Board shall provide for the safe custody of the seal.

(ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors or of the secretary or such other person as the Board may appoint for the purpose; and those two directors or the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

XXI. BORROWING POWERS

79. Subject to Section 180 and other applicable provisions of the Act, if any, the Board may from time to time and at its discretion, by a resolution passed at a meeting of the Board accept deposits from members and/or directors, and generally raise or borrow with or without security or secure the payment of any sum or sums of money for the Company.

80. The payment or repayment of the moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit and in particular by a resolution passed at a meeting of the Board by the issue of Debentures of the Company charged upon all or any part of the property of the Company (both present and future) and Debentures and other securities may be made assignable free from any equities between the Company and the Person to whom the same may be issued.

81. Any Debentures or other securities may be issued at a discount, premium or otherwise and subject to the provisions of the Act may be issued on condition that they shall be convertible into shares on surrender and with special privileges as to redemption, drawings, allotment of shares, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting.

82. The Board may from time to time and at its discretion, by a resolution passed at a meeting of the Board, accept from any member the whole or a part of the amount remaining unpaid on any shares held by him, even if no part of that amount has been called up.

83. The Company shall comply with all the provisions of the Act in respect of the mortgages or charges created by the Company and the registration thereof and the transfer of the Debentures of the Company and the register required to be kept in respect of such mortgages, charges and debentures. Further, the Company may, keep in any country outside India, in such manner as may be prescribed by the Act, a part of the register of debenture holders and register of security holders called "foreign register" containing the names and particulars of the members, debenture holders, other security holders or beneficial owners residing outside India, if any.

84. If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

XXII. DIVIDENDS AND RESERVE

85. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.



86. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

87. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.

(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

88. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

88. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

90. (i) Any dividend, interest or other monies payable in cash in respect of shares maybe paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

91. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

92. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

93. No dividend shall bear interest against the company.

XXIII. ACCOUNTS



94. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.

(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

XXIV. WINDING UP

95. Subject to the provisions of Chapter XX of the Act and rules made thereunder—

(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

XXV. INDEMNITY

96. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

XXVI. ARBITRATION

97. Whenever any difference or disputes arises between the Company on one hand and any of the members or either heirs, executors, administrators or assigns on the other hand or between the members interests or their executors, administrators or assigns interests touching the true intent or construction or the incidents or consequences of these presents or the statutes or touching anything when or thereafter done, executed, omitted or suffered in pursuance of these presents or the statutes or touching any breach or otherwise relating to the promises or to these presents or to any officers of the Company every such difference or dispute shall be referred to the decision of an arbitrator to be appointed by the parties to dispute or in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators of whom one shall be appointed by each of the parties of dispute or in difference such arbitration will be governed by the laws for the time being in force.



PART B

@ SPECIAL PROVISIONS AS PER THE SHARE SUBSCRIPTION AND SHAREHOLDERS AGREEMENT ("AGREEMENT OR SSSHA") DATED May 31, 2018 ENTERED INTO BETWEEN THE COMPANY, INVESTOR, SAGF,, GECC AND PROMOTERS

Articles 1 to 97 contained in Part A of these Articles shall be applicable in so far and to the extent they are not contrary to or inconsistent with the provisions of Part B of these Articles. In the event of any contradiction, conflict or inconsistency between any provisions of Part B of these Articles and any other Articles contained in Part A of these Articles, Articles contained in Part B shall override and prevail. Further, Article IV (c) and Article IV-A (11) of Part A shall be deemed to have been included in Part B of these Articles.

For the purposes of interpretation of this Part B of these Articles, wherever the term "Agreement" is used under this Part, the same shall be read as "Articles of Part B" and wherever the term "Clause(s)" have been used, the same shall be read as "Article(s)" under this Part B and shall refer to the respective Article hereunder.

Further, provisions of Section 47 of the Act shall not apply to the Company.

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in the Agreement.

1.1. Definitions

In the Agreement (including the Recitals above and the Schedules hereto), except where the context otherwise requires, the following words and expressions shall have the following meaning:

1.1.1. "**Act**" means the (Indian) Companies Act, 2013 (to the extent that such enactment is in force and applicable to the context in which such term is used herein) and the (Indian) Companies Act, 1956 (to the extent that such enactment is in force and applicable to the context in which such term is used herein), and shall include all amendments, modifications and re-enactments of the foregoing.

1.1.2. "**Action Plan**" means the plan made and mutually agreed between the Investor and the Promoters attached under **Schedule VII** to the SSSHA, which sets out the specific environmental, social, labour, health and safety or security and environmental measures to be undertaken by the Company and the Group Companies, to enable the Business of the Company and/or the Group Companies to be equipped, operated and undertaken in compliance with the Performance Standards and which will be revised in accordance with Clause 12.13 on an annual basis.

1.1.3. "**Additional Investment**" shall have the meaning provided under Clause 5.5 of the SSSHA.

1.1.4. "**Additional Subscription Shares**" shall have the meaning as provided under Clause 5.5 of the SSSHA.

1.1.5. "**Affiliate**" means (i) in relation to any individual, a Relative of such individual; and (ii) in relation to any other Person, any entity Controlled, directly or indirectly, by that Person (and/or any of his Relative), any entity that Controls, directly or indirectly, that Person, any entity under



common Control with that Person. For the purpose of this definition, a holding company or subsidiary of any entity shall be deemed to be an Affiliate of that entity.

Without limiting the generality of the foregoing, Affiliate in relation to Investor includes: (i) one or more funds, collective investment schemes, trusts, partnerships, special purpose or other vehicles, in which Investor is a general or limited partner, significant shareholder, sponsor, investment manager, investment advisor, settlor, member of a management or investment committee or trustee; (ii) any one or more general partner of the Investor; (iii) any one or more nominees of the Investor; and (iv) any one or more funds, collective investment schemes, trusts, partnerships, special purpose or other vehicles in which any general partners of the Investor is a general partner, limited partner, sponsor, significant shareholder, investment manager, investment advisor, settlor, member of a management or investment committee or trustee, currently or in the future.

1.1.6. "**Agreement or SSSHA**" means the share subscription cum shareholders agreement dated May 31, 2018 and all Annexures, Schedules, Exhibits and instruments supplemental to or amending, modifying or confirming the Agreement in accordance with the provisions of the Agreement.

1.1.6. "**Anti-Corruption Laws**" shall have the meaning as ascribed to it in Clause 12.7.1.

1.1.7. "**Applicable S&E Law**" means all applicable Laws and consents of applicable Governmental Authorities setting standards / measures concerning environmental, social, labour, health and safety or security risks, including of the type specified in the Action Plan or imposing liability for the breach thereof.

1.1.8. "**Articles**" means the articles of association of the Company, as amended from time to time.

1.1.9. "**Assets**" of any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, whether absolute, accrued, contingent, fixed or otherwise and wherever situated), including the goodwill related thereto, operated, owned or leased by such Person, including without limitation cash, cash equivalents, investment assets, accounts and notes receivable, chattel paper, documents, instruments, general intangibles, real estate, equipment, inventory, goods and Intellectual Property Rights.

1.1.10. "**Audit Right**" shall have the meaning as ascribed to it in Clause 3.5.

1.1.11. "**Auditor**" means any reputable firm of chartered accountants appointed from time to time as the statutory auditor of the Company.

1.1.12. "**Big Four Auditors**" means one of the following accounting firms: Pricewaterhouse Coopers, Deloitte Touche Tohmatsu Limited, Ernst & Young and KPMG or any of their affiliates.

1.1.13. "**Board**" means the board of Directors of the Company as constituted from time to time.

1.1.14. "**Business**" shall mean the business of the Company i.e., providing turnkey IT & data centre solutions, transaction support services, trading of hardware & software products, web hosting (cloud) services including co-location, virtualization and disaster recovery hosting.

1.1.15. "**Business Day**" means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in Mumbai, India.



1.1.16. "**Business Plan**" means the business plan as approved by the Investor in respect of the business of the Company.

1.1.17. "**Buy Back Notice**" shall have the meaning as ascribed to it in Clause 9.3.2.

1.1.18. "**Buy Back Price**" shall have the meaning as ascribed to it in Clause 9.3.1.

1.1.19. "**Buy Back Shares**" shall have the meaning as ascribed to it in Clause 9.3.2.

1.1.20. "**Change in Control Tag Right**" shall have the meaning as ascribed to it in Clause 7.3.2.

1.1.21. "**Claim Letter**" shall have the meaning provided under Clause 14.2 of the SSSHA.

1.1.22. "**Claims**" means and includes, without limitation, all claims, losses, Liabilities, obligations, demands, actions, cause of action, suits, judgments, awards, fines, penalties, fees, settlements and proceedings, fines, costs, expenses (whether or not resulting from any Third Party claims), deficiencies, damages including those resulting from actions, proceedings, claims, interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys' and accountants' fees and disbursements, and deposits and guarantees required to be made in any proceedings and/or judicial awards.

1.1.23. "**Closing**" shall have the meaning as ascribed to it in the Share Subscription Agreement and Share Purchase Agreement, respectively.

1.1.24. "**Closing Date**" shall have the meaning as ascribed to it in the Share Subscription Agreement and Share Purchase Agreement, respectively. It is hereby clarified that, in the event Closing takes place on different dates under the Share Subscription Agreement and the Share Purchase Agreement, then 'Closing Date' for the purposes of the Agreement means the date on which Closing takes place first between either of the said agreements.

1.1.25. "**Committees**" shall have the meaning as ascribed to it in Clause 4.4.

1.1.26. "**Competitor**" means (i) any Person who is, directly or indirectly, engaged in any commercial activity which is the same as and/or similar to the Business or which competes with the Business ("**Relevant Person**"); and/or (ii) any Person in Control of, Controlled by or under common Control with, the Relevant Person.

1.1.27. "**Confidential Information**" shall have the meaning provided under Clause 17.1 of the SSSHA.

1.1.28. "**Control**" means the possession, directly or indirectly, of the power to control, direct or cause the direction of the management or policies of a Person (including by reason of the power to veto any business decision relating to operations or management), whether (i) through ownership of 26% of voting shares where the controlled entity is an unlisted entity and in case where the controlled entity is listed entity through ownership of largest number of voting shares; or (ii) by contract; or (iii) otherwise (and the term, "controlled by", "controlling" and "under common control with" shall be construed accordingly).



1.1.29. "**Debt**" means at any time the aggregate of the outstanding principal amount of any monies borrowed or due by the Company of whatsoever nature together with any unpaid interest thereon.

1.1.30. "**Deed of Accession Cum Amendment**" shall have the meaning as provided under the SSSHA.

1.1.31. "**Deed of Adherence**" shall have the meaning as ascribed to it in Clause 6.5.

1.1.32. "**Default Notice**" shall have the meaning provided under Clause 13.3.1.

1.1.33. "**Defaulting Party**" shall have the meaning provided under Clause 13.1.

1.1.34. "**Dilution Instruments**" includes any Shares, Securities, rights, options, warrants or arrangement (whether oral or in writing) which are convertible into or entitle the holder to acquire or receive any Shares of the Company, or any rights to purchase or subscribe to Shares or securities by their terms convertible into or exchangeable for Shares; excluding any arrangement (whether oral or in writing) binding the Company pursuant to which a bank or a financial institution is entitled to convert any amount due to it into Shares upon default by the Company, and provided that such default has not occurred as of the relevant date.

1.1.35. "**Director**" means a director on the Board.

1.1.36. "**Dispute**" shall have the meaning provided under the SSSHA.

1.1.37. "**Drag Along Right**" shall have the meaning as ascribed to it in Clause 9.4.1.

1.1.38. "**Drag Along Shares**" shall have the meaning as ascribed to it in Clause 9.4.1.

1.1.39. "**Drag Sale**" shall have the meaning as ascribed to it in Clause 9.4.1.

1.1.40. "**Drag Sale Notice**" shall have the meaning as ascribed to it in Clause 9.4.2.

1.1.41. "**Dragged Shareholders**" shall have the meaning as ascribed to it in Clause 9.4.1.

1.1.42. "**Effective Date**" shall have the meaning provided under the SSSHA.

1.1.43. "**Encumbrances**" means, without limitation, any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, Transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

1.1.44. "**Environmental Law**" means any statutory Law, regulation, or other law and legally mandatory statutory guidance and the like in India relating to the environment, pollution of the environment, human health or safety or the welfare of any other living organism which applies to the company concerned, its premises or its activities.



1.1.45. "**Equity Shares**" means ordinary equity shares with voting rights having face value of INR 10 (Rupees Ten Only) each in the capital of the Company as may be consolidated or sub-divided from time to time.

1.1.46. "**ESDS Internet**" means and refers to ESDS Internet Services Private Limited having its registered office at 32, Neha Bungalow, Cherry Hill Pipeline Road, Anandvalli, Nashik Maharashtra - 422013.

1.1.47. "**ESOP Plan**" means the employee stock option plan to be implemented by the Company for attracting and retaining talent in the Company and shall include employee stock options to be given to such employees as approved in writing by the Investor.

1.1.48. "**Event of Default**" shall have the meaning provided under Clause 13.1.

1.1.49. "**Execution Date**" means the date on which execution of the SSSHA was completed by all the Parties.

1.1.50. "**Exit Date**" shall have the meaning as ascribed to it in Clause 9.

1.1.51. "**Fair Value**" means the fair market value of the Investor Shares determined based on the valuation determined by two independent investment bankers of repute appointed by the Investor.

1.1.52. "**Financial Year**" means the period commencing from April 1 of each calendar year and ending on March 31 of the succeeding calendar year, or such other period as may be determined by the Board, with the consent of the relevant Governmental Authority, if applicable, to be the financial year for the Company.

1.1.53. "**First Adjourned Meeting**" shall have the meaning as ascribed to it in Clause 4.9.

1.1.54. "**Fully Diluted Basis**" means a calculation made assuming that all outstanding Securities are converted (or exchanged or exercised) into Equity Shares of the Company (whether or not by their terms then currently convertible, exercisable or exchangeable), including without limitation stock options whether granted or not (including employee stock options), warrants and any outstanding commitments to issue Equity Shares at a future date, whether or not due to the occurrence of an event or otherwise, have been so converted, exercised or exchanged into Equity Shares of the Company in accordance with the terms of their issuance and the effect of any anti-dilution protection regarding previous financings, all on an "as if converted" basis.

1.1.55. "**GECC**" means and refers to Global Environment Capital Company, LLC, a limited liability company organized under the laws of the State of Delaware, United States of America and having its registered office at 2140 South Dupont Highway, Camden, Delaware 19934, USA and represented herein by its authorised signatory Mr. H. Jeffrey Leonard.

1.1.56. "**Governmental Authority**" means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.



1.1.57. “**Group Company**” or “**Group Companies**” means the holding, subsidiary, associate and any other group company of the Company, which are Controlled by the Company or the Promoters, directly or indirectly, or through their Affiliates or Relatives, or in whose Control the Company operates.

1.1.58. “**Hazardous Substance**” means any substance used for conducting the Business of the Company or the Group Companies that (i) is or contains asbestos, urea formaldehyde insulation, polychlorinated biphenyls, petroleum or petroleum products, radon gas, microbiological contamination or related materials, or (ii) is defined, listed or identified as a ‘hazardous substance’, ‘toxic substance’ or words similar import under any Environmental Law.

1.1.59. “**Indemnified Party**” or “**Indemnified Parties**” shall have the meaning as ascribed under Clause 14.1 of the SSSHA.

1.1.60. “**Indemnifying Parties**” shall have the meaning provided under Clause 14.1 of the SSSHA.

1.1.61. “**Information Notice**” shall have the meaning as ascribed to it in Clause 9.3.1.

1.1.62. “**INR**” or “**Rupees**” means the lawful currency of the Republic of India.

1.1.63. “**Inspection Right**” shall have the meaning as ascribed to it in Clause 3.5.

1.1.64. “**Intellectual Property Right(s)**” means (i) copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered), (ii) applications for registration, and rights to apply for registration, of any of the foregoing rights and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

1.1.65. “**Investment Advisory Board**” shall have the meaning as ascribed to it in Clause 4.4.

1.1.66. “**Investment Committee**” shall have the meaning as ascribed to it in Clause 4.4.

1.1.67. “**Investor**” means and refers to GEF US Advisors, LLC, a limited liability company organized under the laws of the State of Delaware, United States of America and having its office at 4800 Montgomery Lane, Suite 450, Bethesda, MD 20814, and represented herein by its authorised signatory Mr. Stuart Barkoff read with the Articles provided under the interpretation Article 1.2.

1.1.68. “**Investor Alternate Director**” shall have the meaning as ascribed to it in Clause 4.6.1.

1.1.69. “**Investor Director**” or “**Investor Directors**” means the nominees of Investor, who are appointed as a Director on the Board as more specifically described in Clause 4.2.2.

1.1.70. “**Investor Protection Matters**” shall have the meaning as ascribed to it in Clause 4.12.

1.1.71. “**Investor's Transferee**” shall have the meaning provided under the SSSHA.

1.1.72. “**IPO**” means initial Public Offering of the Shares of the Company resulting in its listing on a Stock Exchange.



1.1.73. “**IRR**” or “**Internal Rate of Return**” means the specified rate of return (determined on Net Capital Gain basis) to be received by the Investor on the amounts invested by Investor in the Company or towards acquisition of any securities of the Company (including, but not limited to, any future investments and any investment made under the Share Purchase Agreement and the Share Subscription Agreement), sufficient to cause the Investor to have received, as of the date of determination, an aggregate internal rate of return of such specified rate per annum on the aggregate of the amounts invested by the Investor. For such purposes, the IRR shall be calculated using the “*xIRR*” function in Microsoft Excel.

1.1.74. “**Investment Advisory Board**” shall have the meaning as ascribed to it in Clause 4.4.

1.1.75. “**Investor Shares**” means the Shares held by the Investor in the Company as on the Effective Date or at any time thereafter.

1.1.76. “**Key Man Event**” means an event where Promoter 1 either (a) ceases to actively participate in the management of the Company or (b) is deceased or becomes permanently incapacitated or disabled.

1.1.77. “**Key Managerial Personnel**” means and includes Mr. Piyush Somani, Mr. GS Murthy, Dr. Rajeev Papneja, Ms. Komal Somani, Mr. Sanjeev Kumar, Mr. Sudhir Agnihotri, Mr. Anil Chandaliya, Mr. Ashok Ponnar, Mr. Rushikesh Jadhav, Mr. Ranjit Metrani and such other managerial personnel, as may be approved/removed by the Board from time to time with a prior written consent of the Investor.

1.1.78. “**Law(s)**” mean all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgements, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and/or of any statutory authority in India.

1.1.79. “**Liabilities**” means any and all Debts, contractual, statutory and other liabilities of whatsoever nature, obligations, claims, damages, expenses whether accrued or fixed, absolute or contingent, matured or unmatured, or determined or determinable, including, without limitation, those arising under any Law, action or order by any Governmental Authority and includes but not limited to those arising under any contract, agreement, arrangement, commitment or undertaking.

1.1.80. “**Losses**” shall have the meaning provided under the SSSHA.

1.1.81. “**Liquidation Event**” means and includes:

i. liquidation, dissolution or winding up or any other similar proceedings with respect to the Company; or

ii. a merger, acquisition, change of Control, consolidation, sale of Shares (including a Strategic Sale) or other transaction or series of transactions in which the Promoters of the Company prior to such transaction(s) will not: (a) retain a majority of the voting power of the surviving entity, or (b) control the board of directors of the surviving entity; or

iii. an application for insolvency under section 7, 8 and/or 9 of the Insolvency and Bankruptcy Code, 2016 made to the National Company Law Tribunal (any other Governmental Authority); or



iv. an appointment of a receiver, administrative receiver, official liquidator, trustee, or any other similar officer over Company's undertaking or corporate entity or a material part of its Assets or undertaking; or

v. a sale, lease, license or other Transfer of all or substantially all the Company's Assets.

1.1.82. "**Material Contracts**" in relation to the Company, means any contract or agreement of any nature whatsoever entered by the Company:

i. in its ordinary course of Business under which the amount of money payable or other consideration or value of the same exceeds the aggregate amount of INR 50,00,000 (Rupees Fifty Lakhs Only) over the tenure of such contract, or arrangement; or

ii. which (i) grants management, operational or voting rights in the Company, as the case may be, to any Person; or (ii) is a non-competition contract restricting in any way the business activities of the Company; (iii) provides for sharing of the revenue of the Company with any third party in excess of INR 50,00,000 (Rupees Fifty Lakhs Only) or (iv) is a contract with any third party relating to the use of Assets of the Company.

1.1.83. "**Material Adverse Effect**" means (A) any event, change, effect or consequence of any state of facts, development, circumstance, occurrence or condition which has caused, or may cause, in the reasonable opinion of the Investor, as of any date of determination, a material and adverse effect on the business or operations, condition (whether financial or otherwise), Assets (including intangible assets) and liabilities (including intangible liabilities) or results of operations of the Company; and/or (B) an impairment in the ability of the Company or Promoters to perform their obligations hereunder or to consummate the transactions contemplated under the Agreement or other Transaction Documents; and/or (C) the validity, legality or enforceability of the rights, benefits, privileges or remedies of the Investor, under the Agreement or other Transaction Documents.

1.1.84. "**Material Breach**" means:

i. any breach of the terms of the Transaction Documents by the Company and/or any of the Promoters or any of their covenants, undertakings, representations, warranties or indemnities in either of the Transaction Documents;

ii. conviction of any of the Promoters by a court of competent jurisdiction for any criminal offence involving moral turpitude, where such offence is of a nature that any further association with any of the Promoters could constitute a reputational risk to the Company and/or the Investor;

iii. occurrence of a Key Man Event or a Material Adverse Effect;

iv. involuntary cessation of Business of the Company where pursuant to such involuntary cessation, the Business has not re-commenced for a period of 60 (sixty) days;

v. any wilful act or deliberate omission by any of the Promoters which results directly or indirectly in a breach of applicable Law prejudicing or jeopardizing the Company, its Business or any portion thereof; and/or

vi. (A) proceedings for voluntary winding up have been initiated in relation to the Company; or (B) a receiver, administrator or liquidator has been appointed over the Assets or undertaking or any



substantial part of them in relation to the Company and such appointment is not revoked or discharged within 30 (thirty) days from the date of appointment; or (C) the Company has entered into or resolved to enter into an arrangement, composition or compromise with or assignment for the benefit of its creditors generally or any class of creditors; or (D) proceedings are commenced (and such proceedings are not vacated within 90 (ninety) days of such commencement) to sanction such an arrangement, composition or compromise, other than for the purposes of a bona fide scheme of reconstruction, amalgamation or other like corporate actions.

1.1.85. "**Maximum Buy Back Shares**" shall have the meaning as ascribed to it in Clause 9.3.1.

1.1.86. "**Memorandum**" means the memorandum of association of the Company, as amended from time to time.

1.1.87. "**Net Capital Gain**" means the capital gain received by the Investor at the time of its exit over and above the aggregate amounts invested / paid by the Investor (or by any of its one or more Affiliates) to subscribe or acquire any Securities of the Company pursuant to the Transaction Documents (including by virtue of Additional Investment hereunder) after deduction of necessary costs and Taxes payable by the Investor for such exit.

1.1.88. "**New Buyer**" shall have the meaning as ascribed to it in Clause 9.4.1.

1.1.89. "**New Issue**" shall have the meaning as ascribed to it in Clause 8.1.

1.1.90. "**New Issue Price**" shall have the meaning as ascribed to it in Clause 8.1.

1.1.91. "**Non Defaulting Party**" shall have the meaning provided under Clause 13.3.1.

1.1.92. "**Notice**" shall have the meaning provided under the SSSHA.

1.1.93. "**Notify**" or "**Notification**" or "**Notified**" means the act of providing a notice in writing, including electronic means.

1.1.94. "**Observer**" shall have the meaning as ascribed to it in Clause 4.5.

1.1.95. "**OFAC**" shall have the meaning as ascribed to it in Clause 12.10.1.

1.1.96. "**Offer Notice**" shall have the meaning as ascribed to it in Clause 5.2.1.

1.1.97. "**Owner**" shall have the meaning provided under the SSSHA.

1.1.98. "**Performance Standards**" means International Finance Corporation's Performance Standards on Social and Environmental Sustainability, dated January 1, 2012, copies of which have been delivered to and receipt of which has been acknowledged by the Company and the Promoters.

1.1.99. "**Person(s)**" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization (whether or not having a separate legal personality).



1.1.100. "**Preference Amount**" shall have the meaning as ascribed to it in Clause 11.1.1.

1.1.101. "**Preference Shares**" means preference shares having face value of INR 100 (Indian Rupees One Hundred) each in the share capital of the Company.

1.1.102. "**Pro Rata Share**" means that portion of the Dilution Instruments that equals the ratio that (i) the number of Shares owned by the relevant Shareholder (measured on a Fully Diluted Basis) bears to (ii) the total number of Equity Shares of the Company then outstanding (measured on a Fully Diluted Basis) while excluding from such calculations the Dilution Instruments to be issued by the Company at the time of making such calculation.

1.1.103. "**Promoter 1**" means and refers to Mr. Piyush Soman, an Indian citizen resident in India, aged 38 years, with permanent account number AVQPS7405L and residing at 32, Neha Bungalow, Cherry Hill, Pipeline Road, Gangapur Road, Nashik – 422013, Maharashtra.

1.1.104. "**Promoter 2**" means and refers to Mrs. Sarala P. Soman, an Indian citizen resident in India, aged 60 years, with permanent account number AZEPS4817L and residing at 32, Neha Bungalow, Cherry Hill, Pipeline Road, Gangapur Road, Nashik – 422013, Maharashtra.

1.1.105. "**Promoters Directors**" shall have the meaning as ascribed to it in Clause 4.2.1.

1.1.106. "**Proposal**" shall have the meaning as ascribed to it in Clause 7.2.1.

1.1.107. "**Proposed Transferee**" shall have the meaning as ascribed to it in Clause 7.2.1.

1.1.108. "**Public Offer**" means closing of a public offering of the Shares on any Stock Exchange, whether in the form of a primary issuance or an offer for sale or a combination of a primary issuance and an offer for sale.

1.1.109. "**Qualified IPO**" means closing of a firmly underwritten qualified Public Offer of the Shares of the Company on the main bourse of the Stock Exchange where valuation of the Company, immediately prior to the Public Offer, is in excess of INR 650,00,00,000 (Rupees Six Hundred Fifty Crore Only) and the issue size is in excess of INR 250,00,00,000 (Rupees Two Hundred Fifty Crore Only), as the case may be.

1.1.110. "**Recipient**" shall have the meaning provided under the SSSHA.

1.1.111. "**Rectification Period**" shall have the meaning provided under Clause 13.3.1.

1.1.112. "**Related Party**" shall have the meaning as ascribed to it under section 2(76) of the Act.

1.1.113. "**Relative**" shall have the meaning as ascribed to it under section 2(77) of the Act.

1.1.114. "**Restated Articles**" means the restated and amended Articles, in conformity with the Transaction Documents, subject to applicable Law and as approved by the Investor.

1.1.115. "**Right of First Refusal**" shall have the meaning as ascribed to it in Clause 7.1.

1.1.116. "**Right to Maintain Capital**" shall have the meaning as ascribed to it in Clause 5.1.



1.1.117. "**ROFR Acceptance Notice**" shall have the meaning as ascribed to it in Clause 7.2.2.

1.1.118. "**ROFR Price**" shall have the meaning as ascribed to it in Clause 7.2.1.

1.1.119. "**ROFR Sale Shares**" shall have the meaning as ascribed to it in Clause 7.1.

1.1.120. "**SAGF**" means and refers to South Asia Growth Fund II, L.P., a limited partnership organized under the laws of Ontario, Canada and having its registered office at 199 Bay Street, Suite 5300, Toronto, Ontario, Canada M5L 1B9 and represented herein by its authorised signatory Mr. Stuart Barkoff.

1.1.121. "**Sale Shares**" shall have the meaning as ascribed to it in the Share Purchase Agreement.

1.1.122. "**Sanctions**" shall have the meaning as ascribed to it in Clause 12.10.1.

1.1.123. "**Schedule**" refers to the schedules listed in the Agreement and "**Schedules**" means a collective reference to the same.

1.1.124. "**Securities**" means shares in the share capital of the Company, including but not limited to Equity Shares, Subscription Shares, Preference Shares or securities, convertible into or exchangeable for equity shares of the Company or stock appreciation rights, options, warrants or other rights to purchase or subscribe for equity shares of the Company or securities convertible into or exchangeable for equity shares of the Company.

1.1.125. "**Selling Shareholder**" shall have the meaning as ascribed to it in Clause 7.1.

1.1.126. "**Share Purchase Agreement**" means the share purchase agreement dated April 25, 2018 executed *inter alia* between the Parties hereto.

1.1.127. "**Share Subscription Agreement**" means the share subscription agreement dated April 25, 2018 executed *inter alia* between the Parties hereto.

1.1.128. "**Shares**" means and refers to the fully paid up Equity Shares of the Company and fully paid up Preference Shares of the Company.

1.1.129. "**Shareholder**" means and refers to any shareholder of the Company and "**Shareholders**" means and refers to all the shareholders of the Company.

1.1.130. "**SIAC**" means Singapore International Arbitration Center.

1.1.131. "**SIAC Rules**" shall have the meaning provided under the SSSHA.

1.1.132. "**Specified IPO**" shall have the meaning as ascribed to it in Clause 9.1.1.

1.1.133. "**Specified Subscriber**" shall have the meaning as ascribed to it in Clause 5.2.3.

1.1.134. "**Step Down Subsidiaries**" shall have the meaning as ascribed to it in Clause 12.14.4.



1.1.135. "**Stock Exchange**" means the National Stock Exchange, the Bombay Stock Exchange or such other recognized stock exchange, approved by the Investor and excludes any exchange trading platform for small and medium enterprise / SME trading platform.

1.1.136. "**Strategic Sale**" with respect to the Investor, means a transaction that enables the Investor to fully dispose up to all of its own then existing shareholding in the Company (held either directly or indirectly) after the Exit Date in favour of a third party strategic investor or a financial investor on such terms and conditions as may be acceptable to the Investor.

1.1.137. "**Strategic Sale Notice**" shall have the meaning as ascribed to it in Clause 9.2.2.

1.1.138. "**Strategic Sale Price**" shall have the meaning as ascribed to it in Clause 9.2.1.

1.1.139. "**Subscription Shares**" shall have the meaning as ascribed to it in the Share Subscription Agreement.

1.1.140. "**Tag Along Right**" shall have the meaning as ascribed to it in Clause 7.3.2.

1.1.141. "**Tag Along Shares**" shall have the meaning as ascribed to it in Clause 7.3.3.

1.1.142. "**Tax**" (including with correlative meaning, the terms "**Taxes**" and "**Taxation**") means (a) any and all taxes, assessments and other charges, duties, impositions and similar liabilities imposed by any Governmental Authority, including without limitation taxes based upon or measured by gross receipts, income, profits, sales and value added, withholding, payroll, excise and property taxes, together with all charges, interest, penalties, fines and additions imposed with respect to such amounts; (b) any liability for the payment of any amounts by the Company as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (c) any liability for the payment of any amounts by the Company as a result of any express obligation to indemnify any other Person or as a result of any obligation under any agreement or arrangement with any other Person with respect to such amounts and including any liability for Taxes of a predecessor entity.

1.1.143. "**Third Party**" means any Person that is not a signatory to the Agreement.

1.1.144. "**Transaction Documents**" includes the Agreement, the Share Purchase Agreement, the Share Subscription Agreement, the Deed of Accession cum Amendment, the Restated Articles, and all other agreements and documents that may be executed pursuant hereto and thereto.

1.1.145. "**Transfer**" means any reference to a transfer of Securities or other voting interests of a Party and shall include (i) any transfer or other disposition of such Securities or voting interests or any interest therein; (ii) any sale, assignment, gift, donation, redemption, conversion, Encumbrance, transfer or other disposition of such Shares or creation of any Third Party interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such Securities or any interest therein passes from one Person to another Person or to the same Person in a different legal capacity, whether or not for value; (iii) the granting of any Shares interest, lien, pledge / mortgage, encumbrance, hypothecation or charge in or extending or attaching to such Securities or any interest therein.

1.1.146. "**Transfer Notice**" shall have the meaning as ascribed to it in Clause 7.2.1.



1.1.147. “**Valid Quorum**” shall have the meaning as ascribed to it in Clause 4.9.

1.2. Interpretation

In the Agreement, unless the context thereof otherwise requires:

1.2.1. Any reference to any statute or statutory provision shall include:

(i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);

(ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of the Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under the Agreement prior to the Execution Date and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.

1.2.2. Capitalised terms used herein but not defined shall have the meaning as ascribed to those terms in the other Transaction Documents.

1.2.3. Words in the singular shall include the plural and the plural shall include the singular.

1.2.4. References to the masculine, the feminine and the neuter shall include each other.

1.2.5. The terms “hereof”, “herein”, “hereby”, “hereto” and other derivatives or similar words, refer to this entire Agreement or specified Clauses of the Agreement, as the case may be.

1.2.6. References to a “**company**” shall include a company, corporation or other body corporate, wherever and however incorporated or established.

1.2.7. A reference to a **party** shall include that party's personal representatives, successors and permitted assigns.

1.2.8. The term **directly or indirectly** means directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and **direct or indirect** shall have correlative meanings.

1.2.9. Any words following the terms **including, include, in particular, for example or any similar expression** shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.10. Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of essence.

1.2.11. **Other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

1.2.12. References to a document in **agreed form** are to that document in the form agreed by the Parties and initialled by them or on their behalf for identification.



1.2.13. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day.

1.2.14. The term **ordinary course of business** means an action taken by the Company and will be deemed to have been taken in the ordinary course of its business, only if such action is consistent with the past practices of the Company and is taken in the ordinary course of the normal day-to-day operations of the Company and such action is not required to be authorized at a meeting of the Board or shareholders of the Company (or by any Person or group of persons exercising similar authority) under Law or per the Charter Documents.

1.2.15. Unless the context otherwise requires, all the duties, liabilities and obligations of the Promoters under the Agreement shall be on a joint and several basis.

1.2.16. Where it is provided that the Investor shall be entitled to subscribe / purchase Equity Shares in the manner provided in the Agreement, it may do so through its one or more Affiliates.

1.2.17. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.2.18. The Parties agree that their respective rights and obligations under the Transaction Documents shall be interpreted, acted upon and governed in accordance with the terms and conditions of the Agreement and the Transaction Documents.

1.2.19. Unless otherwise specified or unless the context otherwise requires, reference to the term 'Investor' shall deem to mean and include reference to both SAGF and GECC.

1.2.20. Promoter 1 and Promoter 2 shall hereinafter be individually referred to as a "**Promoter**" and collectively as the "**Promoters**".

1.2.21. Unless otherwise specified or unless the context otherwise requires, reference to the term 'Subscription Shares' shall deem to mean and include the 'Additional Subscription Shares'.

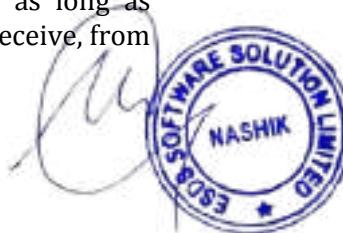
1.2.22. The Parties agree that in case of any conflict or inconsistency between Share Subscription Agreement and / or Share Purchase Agreement with the SSSHA , the provisions of the SSSHA along with the Agreement shall prevail.

2. EFFECTIVE DATE

2.1 The Parties agree and acknowledge that the Subscription Shares and the Sale Shares will be subscribed and acquired by SAGF and GECC, being the Affiliates of the Investor, pursuant to the terms of the Share Subscription Agreement and the Share Purchase Agreement. Pursuant to the subscription of Subscription Shares and purchase of the Sale Shares by SAGF and GECC, all the rights available to the Investor hereunder and the Transaction Documents shall be available to SAGF and GECC on a several basis. Accordingly, reference to the term 'Investor' hereunder shall deem to mean and include reference to both SAGF and GECC.

3. INFORMATION AND INSPECTION RIGHTS

3.1 **Reports and Information.** Save as otherwise required under Applicable Law, as long as Investor holds Shares in the share capital of the Company, Investor shall be entitled to receive, from



the Company, and the Promoters shall ensure that the Company provides, the following information in a format to the satisfaction of the Investor:

3.1.1 copies of management reports at the end of each month; amongst others, the management reports should summarize progress against annual budget, including (i) actual vs. forecast financial results, (ii) actual vs. forecast capital expenditures, and (iii) progress against business development targets, as well as noting of any significant operational issues;

3.1.2 unaudited monthly and quarterly financial statements within 20 (twenty) days after the end of each fiscal month and quarter, respectively;

3.1.3 audited financial statements within 120 (one hundred twenty) days after the end of each Financial Year, in each case showing changes from the applicable Business Plan for corresponding periods together with the annual report for the Financial Year comprising of (i) balance sheet; (ii) profit and loss statement; (iii) cash flow statement; and (iv) the management discussion and analysis of the operations of the company for that period;

3.1.4 (a) internal monthly and quarterly income, balance sheet and cash flow statements, debt schedule and order book for the Company; and (b) other information including correspondence with the Company's Auditors, litigation, filings made with Governmental Authorities, etc. within 30 (thirty) days after the end of each fiscal month and quarter, respectively;

3.1.5 monthly MIS and marketing reports in a format requested by the Investor either before or shortly after the Effective Date and within 30 (thirty) days after the end of each month in a format approved by the Investor;

3.1.6 detailed monthly financial projections for the ensuing Financial Year, prior to the beginning of each Financial Year;

3.1.7 minutes of the Shareholders' meetings, Board meetings and Committee meetings as soon as such minutes are prepared by the Company in accordance with applicable Law;

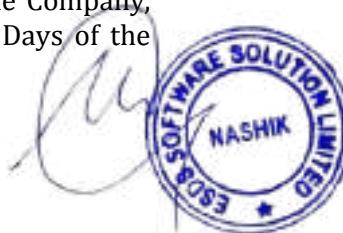
3.1.8 changes to the capital structure of the Company, including creation of any additional stock options pools, within 3 (three) Business Days of the Company being aware of such changes;

3.1.9 annual operating budget and annual Business Plan as approved by the Board within 7 (seven) days of the Board approving the same which will be approved at least 30 (thirty) days before the commencement of the Financial Year;

3.1.10 changes relating to the employment of Key Managerial Personnel at least 1 (one) Business Day prior to the occurrence of such change or the management becoming aware of such change(s)/events;

3.1.11 cancellation or termination of Material Contracts and any event which is likely to have an impact on the Business of the Company within 3 (three) Business Days of the management becoming aware of such change(s)/event(s);

3.1.12 other than in the ordinary course of its business, communications between the Company, and (i) its Auditors or (ii) any Governmental Authorities, within 3 (three) Business Days of the Company receiving / issuing such communication;



3.1.13 any other information as may be required by the Investor within 7 (seven) Business Days of the request for such information being made by the Investor; and

3.1.14 information pursuant to the legal proceedings, within 3 (three) Business Days, of any and all developments therein and/or upon receipt of a written request from the Investor; provided that the financial statements shall include cash flow statements, profit and loss account and balance sheet and shall be prepared by the chief financial officer and approved and certified by the Promoters of the Company.

3.2 At the end of each Financial Year and within such reasonable time as may be decided by the Board, the Chief Financial Officer or any employee holding an equivalent position shall prepare such information as shall be necessary for the preparation of income tax returns and statements as may be required by each Party. This shall include furnishing the Investor with copies of government receipts for Taxes paid by the Company, if requested by the Investor.

3.3 The Promoters undertake to furnish to the Investor and the Board such information and data as may be required by them from time to time including the agenda and utilization of funds and other information as may be required by the Investor and the Board.

3.4 The Promoters shall forthwith notify the Investor and the Board the receipt by the Company of any notice of winding up or initiation or a threatened initiation of a legal action of any nature, which could have a Material Adverse Effect on the Company.

3.5 **Inspection Rights.** In addition to the information and materials to be provided under this Clause 3, the Investor and/or its representatives may visit the offices of the Company to inspect their books, Material Contracts, accounts and such other documents as the Investor may deem fit at its sole discretion and at cost to the Company ("**Inspection Right**"). Further, the Investor or its representative can conduct internal audits, at the cost of the Company ("**Audit Right**"); provided that, all costs arising out of an exercise of the Audit Right under this Clause 3.5 shall be borne by the Company. The scope of such audit shall solely be determined by the Investor. The Company and the Promoters shall render co-operation and provide such authorizations as may be required. Upon exercise of Audit Right, the Investor shall also have a right to consult with and receive information, documents and material about the business and operation of the Company that the Investor considers material, from the Company, its Board, Promoters, employees, vendors, consultants, counsel (internal or external) and internal and external auditors of the Company. The Company and/or the Promoters shall, where required, facilitate such consultation including by issuing appropriate instructions to the persons referred to above. The Investor may also nominate representatives or advisors to carry out such consultation or receive information.

4. BOARD, MANAGEMENT AND RELATED MATTERS

4.1 **Board Composition.** On and from the Effective Date, the Board shall consist of 6(six) Directors.

4.2 **Directors.** The composition of the Board shall be as follows:

4.2.1 The Promoters shall be entitled to nominate 3 (three) Directors on the Board ("**Promoters Directors**"). It is hereby confirmed that Promoter 1 shall be one of the Promoters Directors at all times that the Investor holds any Equity Shares in the Company.



4.2.2 The Investor shall be entitled to nominate and appoint its nominee directors on Board ("Investor Directors") in proportion to its shareholding in the Company (on a Fully Diluted Basis), subject to the right to appoint a minimum of 2 (two) Directors at all point in time.

4.2.3 The Board shall appoint 1 (one) independent director on the Board as may be approved by the Investor either on the Effective Date or within such extended time as may be approved by the Investor in writing.

4.2.4 Promoter 1 shall act as the Chairman of the Board and the Chairman shall not have a second or casting vote.

4.3 Investor Directors. The Investor Directors nominated by the Investor to the Board may be removed, substituted or replaced by the Investor by sending a notice to the Company in this regard. The appointment, removal and substitution of an Investor Director shall take effect immediately upon receipt of a notice by the Company in this regard. The Company shall immediately and no later than 7 (seven) Business Days following receipt of a notice from the Investor and requisite documents from the appointed nominee in this regard, complete all corporate and regulatory formalities regarding such appointment, removal or substitution, as the case may be.

4.4 Committees of the Board. The Board shall set up audit, compensation and Environment, Social and Governance ("ESG") committees and such other committees as may be deemed fit from time to time ("Committees"). The Investor Directors (including Investor Alternate Directors (defined below)) shall have the right to be a member of the Committees so constituted by the Board. The provisions of Clauses 4.8 to 4.12 shall, mutatis-mutandis, apply to meetings of the Committees. Without prejudice to the above, within 30 (thirty) days from the Effective Date, the Board shall set up an investment committee ("Investment Committee") comprising of 2 (two) Promoter Directors and any one of the Investor Directors as its members. Investment Committee will formulate the strategy to bid for the project generating minimum equity IRR of 25% for the Company. The equity IRR will be computed factoring all the cash flows including direct and indirect expenses (appropriate allocation of overheads cost, working capital, reasonable leverage including related cost thereon, capital expenditure and any arrangement on construction or lease, any revenue sharing or hire purchase arrangements. This formula of computing 25% IRR shall be subject to the sole satisfaction of the Investor. The Investment Committee shall evaluate and assess (a) any new business proposal, bids (whether proposed to be made jointly by the Company or otherwise) including the tender documents with contract value amounting to INR 3,00,00,000 (Rupees Three Crore Only) or more; (b) purchase, lease, hire-purchase, revenue sharing of assets with contract value amounting to INR 2,00,00,000 (Rupees Two Crore Only) or more, and (c) any investments and terms and conditions in relation to any such new business proposal with contract value amounting to INR 3,00,00,000 (Rupees Three Crore Only) or more and shall review and make all decisions relating to such new proposal and mechanism for financing and refinancing thereof, unless the same is pre-approved under the Business Plan consented by the Investor. The Promoters and the Company confirm that all such new business proposals, bids, tender documents, etc. offered to the Company and/or the Promoters or obtained by the Company and/or the Promoters shall be forthwith referred to the Investment Committee for its consideration and approval. All decisions of the Investment Committee shall require the unanimous approval of its members.

Without prejudice to the above, the Board shall also set up an investment advisory board ("Investment Advisory Board") comprising of industry veterans and experts as its constituent members in consultation with the Investor. Members of the Investment Advisory Board shall be identified by the Promoters and the Company and approved by the Investor. The Investment Advisory Board shall provide non-binding advice to the Company and guide the Company on its



business, operations and administrative decisions and shall have a mentorship role towards the Company.

4.5 Observer. If the Investor has not appointed the Investor Directors on the Board or whenever the Investor Directors cease to be a Director on the Board for any reason whatsoever, the Investor shall have a right and will be entitled to appoint 1 (one) observer on the Board ("Observer"). The Observer so appointed by the Investor on the Board shall also have the right to be the observer to the meetings of the Committees. The Observer shall have the right to receive all notices, documents and information provided to the members of the Board and the Committees and shall be entitled to attend and speak, but not vote, issue directions and/or instructions at the meetings of the Board and the Committees. Further, the Observer shall not be considered for the constitution of a Valid Quorum (*as defined below*). The provisions of Clause 4.3 shall, *mutatis-mutandis*, apply to the appointment of Observer. It is clarified that the Investor Alternate Director (*as defined below*) can also act as Observer. The Company shall:

4.5.1 invite the Observer to attend all meetings of the Board as well as meetings of all the Committees and sub-Committees;

4.5.2 send the notices, agenda, minutes and other materials for all the meetings of the Board, and Committees and sub-Committees to the Observer;

4.5.3 send all circular resolutions circulated to the Directors to the Observer;

4.5.4 invite the Observer to take part in all discussions at meetings of the Board as well as meetings of all the Committees and sub-Committees, however, the Observer shall not be entitled to vote at such meetings of the Board or the Committees thereof;

4.5.5 reimburse travel expenses incurred for attending the meetings of the Board, the Committees and the sub-Committees in the same manner as applicable to Director; and

4.5.6 provide all such documents pertaining to the Company and its affairs as may be requested by the Observer within 7 (seven) days of such request being made by the Observer.

4.6 Alternate Directors.

4.6.1 The Investor shall be entitled to appoint, remove and substitute an alternate Director to Investor's nominee Director ("Investor Alternate Director", and the term Investor Directors shall be deemed to include Investor Alternate Director to the extent an alternate director has been appointed). The Board shall ensure that the Person nominated by the Investor is appointed as the Investor Alternate Director, immediately upon notification by the Investor. The Company shall within 7 (seven) Business Days of notification in this regard complete all corporate and regulatory formalities regarding the appointment, removal or substitution of an Investor Alternate Director.

4.6.2 The Investor Alternate Director shall be considered for the constitution of Valid Quorum and shall be entitled to attend and vote at the meetings of the Board, and generally to perform all functions of the Investor Director in his or her absence. Upon the appointment of an Investor Alternate Director, all notices and other materials that are circulated to Directors shall be circulated to the Investor Alternate Director.

4.7 Non-Executive Status and Indemnification. The Company and the Promoters agree and acknowledge that the Investor Directors (which term for this Clause 4.7 includes Investor Alternate



Director) shall be non-executive Directors. The Promoters and the Company expressly agree that the Investor Directors shall not be identified by the Company as officers in charge / default of the Company or occupiers of any premises used by the Company or an employer of the employees by the Company. Further, the Promoters and the Company undertake to appoint suitable persons as officers in charge / default and for the purpose of statutory compliances, occupiers or employers, as the case may be, in order to ensure that no act of the Company or the Promoters will cause the Investor Director(s) to incur any liability, whether actual or contingent, present or future, quantified or un-quantified. Notwithstanding anything to the contrary in the Agreement, the Company shall indemnify and hold the Investor Directors harmless from all Claims and liabilities arising on account of their position as Directors. The Investor Directors shall not retire by rotation and shall not be required to hold any qualification shares. Termination of the Agreement, for any reason whatsoever, shall not affect the indemnification obligations of the Company and the Promoters towards the Investor Directors.

4.8 Board and Committee Meetings.

4.8.1 The Board shall meet at least once every quarter. All expenses including travel, hotel and related expenses incurred by the Directors and Observer for attending meetings of the Board, Committees and Shareholders' meetings, shall be borne by the Company. It is clarified that Investor Directors shall not charge any directors' sitting fees for attending the Board meetings. Unless otherwise agreed to in writing by the Investor Director, the Company shall issue a prior written notice of at least 7 (seven) Business Days of the meeting of the Board to all the Directors. The notice of all meetings shall be given to all Directors and Observer irrespective of whether they are present in India or not, through electronic means (including e-mail and facsimile transmission), save except for the events which under the Act requires the notice of the meetings to be delivered by hand, courier or registered post.

4.8.2 Each notice of a meeting of the Board shall contain, *inter alia*, an agenda specifying in reasonable detail the matters to be discussed and shall be accompanied by all necessary written information and documents. Subject to Clauses 4.9 and 4.12 below, the Board may consider any matter not circulated in the agenda with the consent of all the Investor Directors (regardless of their absence at the meeting). An Investor Director shall have the right to make alterations and additions to the agenda of the Board meeting at any time prior to the date of meeting of the Board or during the meeting to the remaining Directors including any addition of an Investor Protection Matter to the Board agenda. It is clarified that if the Investor Director has proposed to include any specific agenda item, then, it will mandatorily form part of the Board agenda for the meeting without requiring any prior consent or permission of the Chairman.

4.9 Quorum. A quorum for a meeting of the Board shall be 3 (three) Directors, out of which, presence of at least one of the Investor Directors shall be compulsory ("**Valid Quorum**") at the beginning and throughout the meeting. If the Valid Quorum is not present within half an hour of the scheduled time of the meeting, the meeting shall stand adjourned to the 7th (seventh) day from the date of the non-quorate meeting with the location and time remaining the same. If such day is not a Business Day, the meeting shall be held on the next Business Day ("**First Adjourned Meeting**"). Any 3 (three) Directors present including at least one of them being the Investor Director at the First Adjourned Meeting shall constitute the quorum for such meeting and the Board may proceed to discuss and decide on the matters on the agenda as the original non-quorate Board meeting and any decisions so taken shall be binding. Subject to applicable Law, a meeting of the Board or any Committee thereof may be attended by a Director through teleconferencing or video conferencing



or other electronic means. Provided that, (a) no business or items not being part of the agenda of the original non-quorate meeting shall be dealt with in such First Adjourned Meeting; and (b) no business concerning any of the Investor Protection Matters shall be discussed, approved or resolved upon except as specified in Clause 4.12 (*Investor Protection*).

4.10 Resolutions. Subject to Clause 4.12 (*Investor Protection*), the decision of the Board shall be said to have been made only (a) if such meetings are validly constituted and convened; and (b) such decisions are approved of by majority of the Directors present (physically or through any other means permissible by applicable Law) and voting at such meeting. The minutes of the meetings of the Board shall be written in English and shall be signed by the Directors. Subject to applicable Law, as soon as the chairman of the Board finalizes the minutes of the proceedings of the Board meeting, the draft of such minutes shall be circulated to the Investor Directors for their approval.

4.11 Circular Resolutions. Subject to applicable Law and Clause 4.12 (*Investor Protection*), the Board may act by circular resolution, on any matter, except matters, which by applicable Law may only be acted upon at a meeting of the Board. The notice for circular resolution shall be issued to all Directors and Observer and shall provide such information required to make a fully-informed good faith decision with respect to such resolution. Any resolutions passed as circular resolutions shall require the vote of a majority of the Directors; provided that, in case of an Investor Protection Matter, the consent of the Investor shall be mandatorily required. In case any Investor Protection Matter is being passed through a circular resolution, the process set out in Clause 4.12 (*Investor Protection*), shall be followed.

4.12 Investor Protection. Notwithstanding anything contained in the Agreement: (a) if any Investor Protection Matter is proposed to be discussed at a Board, Shareholders' or Committee meeting, the same must be included in the agenda of the meeting, which is circulated prior to such meeting; and (b) the Company shall not, and the Promoters shall ensure that the Company does not, pass any resolution or undertake any decision at a meeting of the Board or the Shareholders or otherwise, pertaining to any matter covered in **Schedule I ("Investor Protection Matters")**, without obtaining the written consent of the Investor Directors (in case of a meeting of the Board, Shareholders or Committee) or the Investor. The rights relating to the Investor Protection Matters will be exercised between SAGF and GECC based on their *inter se* shareholding majority in the Company (i.e. between SAGF and GECC, the entity holding more Shares in the Company on a Fully Diluted Basis will have a right to decide on the Investor Protection Matters). If any decision and/or resolution is effected without complying with the provisions of this Clause 4.12, then (a) such decision or resolution (including a circular resolution) on an Investor Protection Matter shall not be valid or binding on any Person including the Company; and (b) the Company shall not take any action pursuant to such decision or resolution unless the consent from Investor Directors, is obtained for the same. The Company and the Promoters shall provide all necessary information and material to the Investor Directors to enable them to make a decision relating to the Investor Protection Matters. It is hereby agreed and acknowledged that the Company shall, in relation to the Investor Protection Matters (in respect of any Group Company), exercise its voting rights in the Group Company (in the capacity of a shareholder in such Group Company) so as to give effect to the provisions of this Clause 4.12 and shall cause the directors appointed by it to the board of directors of any Group Company, to give effect to the provisions of this Clause 4.12 to each of such Group Company. The Company and the Promoters shall ensure that all of the rights, preferences and privileges of the Investor which are contained in the Agreement, including all management, board and shareholders principles set out in the Agreement, shall be continuously made applicable to each of the present and future Group Companies of the Company *mutatis mutandis* and shall form



part of the memorandum and articles of association or other charter documents of such Group Companies till such time Investor holds any Security in the Company.

4.13 Shareholders' Meetings. A general meeting of the Shareholders shall be convened by serving at least 21 (twenty one) calendar days written notice to all the Shareholders, with an explanatory statement containing all relevant information relating to the agenda for the general meeting; provided that, a general meeting may be convened by a shorter notice with the prior written approval of the Investor. The Investor shall have the right to make alterations and additions to the agenda of the Shareholders' meeting. The changes / alterations to the agenda being proposed by the Investor shall be addressed to the Board by way of a notice which shall be issued by the Investor at least 10 (ten) Business Days prior to the date of Shareholders meeting. It is clarified that if the Investor has proposed to include any specific agenda item then it will mandatorily form part of the Shareholders' meeting agenda without requiring any prior consent or permission of the Chairman. Upon receipt of the notice being referred to in the preceding sentence, the Board shall communicate the same to the Shareholders, without any delay. The notice of all meetings shall be given to all the Shareholders irrespective of whether they are present in India or not through electronic means (including e-mail or facsimile transmission) or by letter (delivered by hand, courier or registered post).

4.13.1 Frequency. The Company's annual general meeting shall be held once annually in accordance with the Act. Without prejudice to the provisions of Clause 3, the Board shall provide the Company's previous Financial Year's audited financial statement to all the Shareholders (including the Investor) at least 1 (one) month before the annual general meeting of the Company is held to approve and adopt the audited financial statement of the Company.

4.13.2 Quorum. The quorum at Shareholder's meeting shall not be complete unless the authorized representative(s) of the Investor and the Promoters is present in person or through proxy at the start and throughout the meeting, unless otherwise consented to, in writing. If for any reason quorum is not present, the meeting shall stand adjourned by 7 (seven) Business Days and for such adjourned meeting irrespective of the presence of the representatives of all the Investor and/or the Promoters, the Company shall proceed with the meeting, subject to availability of quorum required under Applicable Law, provided however, no: (a) items which have not been included in the agenda of the original meeting shall be included in such first adjourned meeting; and (b) Investor Protection Matters shall be discussed or resolved upon at such meeting, unless the provisions of the foregoing clause (a) herein and Clause 4.12 have been satisfied.

4.13.3 All expenses including travel, hotel and related expenses incurred by the Investor or their nominees / representatives for attending Shareholders' meeting shall be borne by the Company.

4.13.4 Subject to Clause 4.12 (*Investor Protection*), any resolutions passed at a Shareholders' meeting shall require (i) in case of an ordinary resolution (*as defined under the Act*); that the votes cast by the Shareholders present and voting in favour of the resolution exceed the votes cast against the resolution by the members present and voting; and (ii) in case of a special resolution (*as defined under the Act*); the votes cast by the Shareholders present and voting in favour of such resolution should be equal to or more than three times the number of votes cast by the Shareholders present and voting against such resolution.

4.13.5 Circular Resolutions. Subject to applicable Law and Clause 4.12 (*Investor Protection*), the Shareholders may act by circular resolution, on any matter, except matters, which by applicable Law may only be acted upon at a meeting of the Shareholders.



4.13.6 The notice for circular resolution shall provide such information required to make a fully-informed good faith decision with respect to such resolution. Any resolutions passed as circular resolutions shall require (i) in case of an ordinary resolution (*as defined under the Act*) that the votes cast by the Shareholders in favour of the resolution exceed the votes cast against the resolution; and (ii) in case of a special resolution (*as defined under the Act*), the votes cast by the Shareholders in favour of such resolution should be equal to or more than three times the number of votes cast by the Shareholders against such resolution. Provided that, in case of an Investor Protection Matter, the process for obtaining the written consent of Investor set out in Clause 4.12, shall be followed prior to the passing any Shareholders' resolution by circulation.

4.14 Exercise of Rights.

4.14.1 The Promoters and the Company shall undertake such actions as may be necessary (including exercising their votes at Shareholders' meetings, Board meetings or any Committees thereof) to give effect to the provisions of, and to comply with their obligations under the Transaction Documents.

4.14.2 The Promoters and the Investor jointly undertake to ensure that the Investor Directors and the representatives or proxies representing them at Shareholders' meetings shall at all times exercise their votes in such manner so as to comply with, and to fully and effectually implement the spirit, intent and specific provisions of the Agreement.

4.14.3 If a resolution contrary to the terms of the Agreement is proposed at any Shareholders' meeting or at any meeting of the Board or any Committee thereof, the Promoters, the Investor and their representatives (including proxies) and the Investor Directors (including the Investor Alternate Directors), shall vote against the same.

4.14.4 If for any reason such a resolution is passed, the Parties shall, if necessary jointly convene or cause to be convened a meeting of the Board or any Committee thereof or a Shareholders meeting for the purpose of implementing the terms and conditions of the Agreement and to give effect thereto, and to supersede such resolution.

4.14.5 Each Shareholder shall exercise its rights as a Shareholder in the Company in such manner as could reasonably be expected to prevent, and shall not exercise those rights in any manner which could reasonably be expected to result in a breach by the Company of any of its obligations under the Agreement or any restrictions imposed upon it under its Articles (whether or not enforceable against the Company itself).

4.15 Directors and Officers Liability Insurance. The Company shall obtain and maintain a valid and current floating Directors and Officers Liability Insurance for all of the members of the Board for such amounts as determined by the Investor.

5. PRE-EMPTIVE RIGHT

5.1 General. Subject to Clause 4.12 (*Investor Protection*), the terms of issuance of Subscription Shares as set out in **Schedule II** and applicable Law, if the Company proposes to issue any Dilution Instruments, the Company shall first offer such Dilution Instruments to the Investor in the manner and to the extent set out in Clause 5.2, irrespective of the mode or form of issuance. The Investor will have a right to purchase its Pro Rata Share of the Dilution Instruments in order to maintain its proportionate shareholding in the Company ("**Right to Maintain Capital**"). The Investor may



waive its Right to Maintain Capital under this Clause 5, in its sole discretion, by issuing a notice in writing to the Company.

5.2 Procedure. Unless otherwise agreed to by the Investor in writing, the offer of new Dilution Instruments shall be made in the manner set forth in this Clause:

5.2.1 The Company shall deliver a written notice ("Offer Notice") to the Investor stating (a) its intention to offer such Dilution Instruments; (b) the nature and number of such Dilution Instruments to be offered; (c) the price and terms, if any, upon which it proposes to offer such Dilution Instruments; and (d) the number of Dilution Instruments each Shareholder is entitled to subscribe to in such issue pursuant to Clause 5.1; provided that, the price and terms on which the Dilution Instruments offered to any Person shall be such that it would not result in a breach of the foreign exchange laws of India, if a non-resident investor were to acquire such Dilution Instruments.

5.2.2 By notification to the Company, within 14 (fourteen) days after receipt of the Offer Notice, the Investor may elect to subscribe to all or a part of its Pro Rata Share at the same price and on the same terms as specified in the Offer Notice.

5.2.3 If the Investor declines, fails or omits to exercise its Right to Maintain Capital or any portion thereof, then such Dilution Instruments not taken up by the Investor may be offered to any Person ("Specified Subscriber") identified by the Board within a period of 90 (ninety) days from the date of the Offer Notice. Provided however that, any issue of such Dilution Instruments shall be at a price not less than that, and upon terms no more favourable than those, specified in the Offer Notice. If the Investor exercises its Right to Maintain Capital, then, it shall remit the subscription amount towards the subscription of Dilution Instruments elected to be subscribed by it under Clause 5.2.2, simultaneously with the Specified Subscriber (if any) to whom the Dilution Instruments are being offered under this Clause 5.2.3 or within such timelines as mutually agreed between the Company and the Investor. If the Company does not enter into an agreement with the Specified Subscriber for the subscription of the Dilution Instruments within a period of 90 (ninety) days from the date of the Offer Notice, which have been offered to and refused by the Investor, or if such agreement is not consummated within 30 (Thirty) days of the execution thereof, the right provided under Clause 5 shall be deemed to have revived and such Dilution Instruments shall not be offered without again complying with the provisions of this Clause 5.

5.3 Assignment. Investor shall be entitled to assign in whole or in part its right to subscribe to the Dilution Instruments (or such other alternate instrument that the Investor is entitled to subscribe) to its Affiliates ("Assignee"), provided that, prior to or at the time of issuance of such Dilution Instruments, the Assignee executes a Deed of Adherence (*defined below*). It is hereby clarified that the Assignee will be bound by the provisions of the Agreement. Further, the holding of the relevant Assignee subscribing to the Dilution Instruments shall be cumulated with the holding of the Investor for the purposes of applying the provisions of the Agreement.

5.4 Alternate Instruments. The right of the Investor to subscribe to Dilution Instruments shall extend to any alternative instrument approved by the Board as may be issued in the event of any regulatory restriction barring the Investor from subscribing to the Dilution Instruments so offered. The terms of such alternate instrument, the manner and timing of the issuance of such alternate instrument shall be determined by the Investor.

5.5 Exempted Issuance. The Company shall not be required to comply with the requirements of this Clause 5 in respect of Dilution Instruments offered pursuant to (a) a Public Offer; or (b) an



ESOP Plan approved by the Investor; or (c) the issuance of Equity Shares pursuant to the conversion of Subscription Shares; or (d) securities issued in connection with any stock split or stock dividend of the Company in respect of which appropriate adjustment is made to the number of Shares held by the Shareholders; or (e) issuance of Additional Subscription Shares to the Investor with respect to the Additional Investment.

5.6 Necessary acts. The Parties undertake to ensure that all actions necessary to give effect to this Clause 5 will be taken as and when required.

6. RESTRICTIONS ON TRANSFER OF SHARES

6.1 Promoters Lock-in and Transfer Restrictions. Till the time the Investor holds any Securities in the Company, the Promoters agree and undertake not to Transfer (including Encumber) the Shares held by them (either directly or indirectly) from time to time and confirm the same to be subject to a lock-in, or do any other act that has the effect of Transferring the underlying beneficial or legal rights and obligations, without obtaining the prior written consent of the Investor, which consent may, at the Investor's sole discretion, be withheld or if granted, be granted subject to the Investor's rights under Clause 7. Further, the Company undertakes not to register any Transfer in respect of the Shares owned by the Promoters in violation of the aforesaid undertaking. Any Transfer of the Shares held by the Promoters, directly or indirectly, in the Company, with prior written consent of the Investor, shall be subject to the conditions laid down in Clause 7 below. Any Transfer or attempted Transfer of Shares not specifically permitted by the Agreement shall be void *ab initio*, and the Parties shall do every act, deed or thing to prevent such Transfer from being given effect to. Neither the Board nor the Shareholders shall approve or ratify any Transfer of Shares by the Promoters in contravention of the prohibition contained in this Clause 6.1 or elsewhere in the Agreement and subject to applicable Laws, Company shall (i) not record any such Transfer on the statutory registers of the Company, and (ii) reject and reverse such Transfer made or attempted, *suo moto*, without necessity of a Board decision. It is clarified that after the successful IPO of the Company as contemplated in the Agreement, this Clause 6 will have no effect and the Shares held by the Promoters will be locked-in only to the extent required under applicable Law.

6.2 Dematerialisation. Within 90 (ninety) days from the Effective Date, the Company shall complete the process of dematerialisation of its Share capital by making necessary application to any of the recognised depositories (i.e. National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL)) under the Depositories Act, 1996 and create international security identification number (**ISIN**) for the Company's Shares. The Company shall enter into relevant agreements with depositories, R&T agent etc. in this regard. Within 60 (sixty) days from the Effective Date, the Shareholders shall file the necessary prescribed forms for dematerialization request, documents etc. with their respective depository participants for the dematerialization of their respective shareholding in the Company. Promoters' Shares Transfer restrictions as contemplated in the Agreement shall equally apply to the Promoters' Shares held in dematerialized mode. Further, any rematerialisation of its shareholding by the Promoters shall be subject to the prior written consent of the Investor.

6.3 Restriction on Transfers to Competitors. The Promoters shall not be entitled to Transfer the Shares held by them to a Competitor at any given point of time.

6.4 Transfer by the Investor. Any Shares and/or Securities Transfer by Investor shall not be subject to any restriction and such Shares and/or Securities shall be freely Transferrable by the Investor. The Company and the Promoters shall do all necessary cooperation, acts and deeds as



may be necessary to give effect to such Transfer including providing customary representations and warranties, and facilitating due-diligence as may be required. The Promoters and the Company shall facilitate and co-operate with any such Transfer including any due diligence that may be conducted by a proposed purchaser and provide all necessary information relating to the Company to such proposed purchaser.

6.5 Deed of Adherence. No Transfer by any Shareholder of the Company under the Agreement (including to an Affiliate) shall be complete and effective unless the transferee / purchaser of the Shares from such Shareholder executes a deed of adherence agreeing to be bound by the terms of the Agreement ("Deed of Adherence"). The principles of Deed of Adherence are provided under **Schedule II** to the SSSA, and the Deed of Adherence to be executed by the concerned Parties from time to time shall comply with the same. It is clarified that only the Transferor, Transferee and the Company shall execute such a Deed of Adherence, with a carbon copy to be marked and delivered to the rest of the Parties to the Agreement, and upon such delivery, the same shall be deemed to be binding upon such Parties.

7. RIGHT OF FIRST REFUSAL AND TAG ALONG RIGHT

7.1 Right of First Refusal. Subject to Clause 6.1, if a Shareholder (other than the Investor) (a "Selling Shareholder") decides to Transfer any Shares held by such Selling Shareholder ("ROFR Sale Shares") to a Proposed Transferee (*defined below at Clause 7.2*), then such Selling Shareholder hereby agrees unconditionally and irrevocably and grants to the Investor a prior right to purchase all or a portion of the ROFR Sale Shares at the same price and on the same terms and conditions as those offered to the Proposed Transferee ("Right of First Refusal"). It is hereby clarified that the rights granted to the Investor in terms of this Clause 7.1 are in addition to the Tag Along Right available to the Investor under Clause 7.3 and nothing contained herein shall affect the right of the Investor to exercise the Tag Along Rights in accordance with the terms of the Agreement.

7.2 Procedure.

7.2.1 Upon a Selling Shareholder receiving a proposal from any Person (the "Proposed Transferee") for purchase of ROFR Sale Shares or pursuant to the approval of the Investor in writing under Clause 6.1, if the Selling Shareholder seeks any proposal from any Proposed Transferee for purchase of ROFR Sale Shares ("Proposal"), the Selling Shareholder shall immediately notify the Investor of the Proposal ("Transfer Notice"). The Transfer Notice shall set forth the name and other material particulars of the Proposed Transferee, the number of ROFR Sale Shares, the price per ROFR Sale Share ("ROFR Price") and other terms of the Transfer and an undertaking from the Selling Shareholder stating that the offer is *bona fide*. The Proposal and any other document executed by the Selling Shareholder and/or the Proposed Transferee (whether binding or non-binding by whatever name called) in relation to the Proposal shall also be annexed to the Transfer Notice. The Selling Shareholder shall ensure that such executed document explicitly states that such transaction is subject to the Transfer restrictions contained herein, including, but not limited to, Right of First Refusal and the Tag Along Right of the Investor.

7.2.2 The Investor may exercise its Right of First Refusal with respect to all or any of the ROFR Sale Shares by issuing a written Notice ("ROFR Acceptance Notice") to the Selling Shareholder within 30 (thirty) Business Days of receipt of the Transfer Notice. The Investor while exercising its Right of First Refusal shall specify the number of ROFR Sale Shares it intends to purchase in the ROFR Acceptance Notice. If the Investor exercises its Right of First Refusal, the Selling Shareholder shall be bound to sell such number of ROFR Sale Shares for cash consideration to the Investor. Such



Transfer of ROFR Sale Shares should be complete within a period of 30 (thirty) Business Days from the date of receipt of the ROFR Acceptance Notice by the Selling Shareholder, excluding the time required to obtain any approval required from any Governmental Authority, if any, to effect such a Transfer. The Company, the Promoters and the Selling Shareholder shall provide customary representations and warranties, and facilitate due-diligence as may be required by the Investor. It is clarified that the Selling Shareholder can sell to a Proposed Transferee only such number of ROFR Sale Shares, which are not being acquired by the Investor.

7.2.3 Transfer of the ROFR Sale Shares by the Selling Shareholder to the Proposed Transferee shall be subject to (a) compliance with the provisions of Clause 7.3 below; (b) shall not be at a price lower than the price per ROFR Sale Share, or on terms and conditions more favourable than those specified in the Transfer Notice, unless the procedure set forth in this Clause 7.2 is complied with afresh.

7.3 Tag Along Right.

7.3.1 Notwithstanding anything contained to the contrary, in any direct or indirect Transfer of Securities of the Company held by the Selling Shareholder to any Proposed Transferee, the Investor will have the Tag Along Right as set out in the succeeding provisions of this Clause 7.3.

7.3.2 Without prejudice to Clause 7.1 and 7.2 above, the Selling Shareholder shall ensure that the Transfer Notice also contains an offer from the Proposed Transferee to purchase up to such number of Shares held by the Investor that is proportionate to the total number of Shares being purchased by the Proposed Transferee in accordance with the Investor's shareholding in the Company on a Fully Diluted Basis as detailed below in Clause 7.3.4 (the "**Tag Along Right**"). Further, in the event, the Transfer of Shares to the Proposed Transferee, by the Selling Shareholder, is expected to result in the Proposed Transferee (and its Affiliates) acquiring Control of the Company, then the Investor will be entitled to sell all the Shares held by it to the Proposed Transferee on the same terms and conditions specified in the Transfer Notice ("**Change in Control Tag Right**"). It is hereby clarified that the Change in Control Tag Right shall not apply where the Drag Along Sale under Clause 9 is applicable. If the Transfer Notice consists of more than one series, class or type of Shares, the Investor may transfer such series, class or type at its sole and absolute discretion; provided however that, if the Investor does not hold any of such series, class or type, the Proposed Transferee shall acquire whatever series, class or type of security held by the Investor at the discretion of the Investor.

7.3.3 The Investor may exercise its Tag Along Right, by serving a written Notice to the Selling Shareholder, within 30 (thirty) Business Days of the receipt of Transfer Notice, specifying the maximum number of Shares it proposes to Transfer ("**Tag Along Shares**"). Upon giving such Notice, the Investor shall be deemed to have effectively exercised its Tag Along Right.

7.3.4 If the Investor exercises its Tag Along Right, the Transfer of the ROFR Sale Shares by the Selling Shareholder to the Proposed Transferee shall be conditional upon such Proposed Transferee acquiring the Tag Along Shares simultaneously with the acquisition of the ROFR Sale Shares (being Transferred by the Selling Shareholder) in accordance with this Clause 7.3, on the same terms and conditions set forth in the Transfer Notice, provided that, the Investor shall not be required to give any representations and warranties for such Transfer, except those relating to title to Shares.

7.3.5 To the extent that Investor exercises its Tag Along Right in accordance with the terms and conditions set forth in this Clause 7.3, the number of ROFR Sale Shares that the Selling Shareholder



may sell in the proposed Transfer shall be correspondingly reduced. The Tag Along Shares shall be Transferred to the Proposed Transferee simultaneously with the Transfer of the ROFR Sale Shares that are being Transferred by the Selling Shareholder.

7.4 Fresh Compliance. Subject to compliance with Clause 7.1, Clause 7.2 and Clause 7.3 above, if any proposed Transfer is not consummated by the Selling Shareholder, within a period of 90 (ninety) days from the date of delivery of the Transfer Notice to the Investor, the Selling Shareholder may sell any of the ROFR Sale Shares only after complying afresh with the requirements laid down under Clause 7.1, Clause 7.2 and Clause 7.3.

7.5 Failure to purchase. If for any reason, the Proposed Transferee is unable to or refuses to acquire the Securities held by the Investor in respect of which the Investor has exercised its Tag Along Rights (or any part thereof), then, at the sole option of the Investor, the Selling Shareholder shall not be entitled to Transfer any of the Securities held by them in the Company to such Proposed Transferee.

7.6 Failure to Comply. Any Transfer made in violation of the requirements prescribed under the Agreement shall be null and *void ab initio*.

7.7 No avoidance of restrictions. The Transfer restrictions in the Agreement and in the Articles shall not be capable of being avoided by the holding of Shares indirectly through an entity that can itself be sold in order to indirectly dispose of an interest in the Shares free of such restrictions. Further, without prejudice to the provisions of Clause 6.4, nothing contained in this Clause 7 shall be deemed to impose any restrictions on the Investor's ability to freely Transfer its Shares in the Company.

7.8 Investor Liquidity Priority. The Selling Shareholder acknowledges and agrees that the covenants set forth in Clause 6 and Clause 7 are intended to ensure that the Investor is able to achieve liquidity with respect to its investment in the Company in priority to the other Shareholders. Accordingly, the Shareholders shall not avoid, or attempt to avoid, the provisions of Clause 6 and Clause 7.

8. ANTI-DILUTION PROTECTION

8.1 If at any time after the Execution Date, the Company issues, or proposes to issue, any Dilution Instruments to any Third Party ("New Issue"), at a price per Security such that the valuation of the Company is lower than the valuation at which the Investor had subscribed to the Subscription Shares or the price per each Dilution Instrument is lower than the price at which the Investor has subscribed to the Subscription Shares ("New Issue Price"), then the Investor shall be entitled to a full ratchet anti-dilution protection such that additional Shares / Securities (at the election of the Investor) will be issued to the Investor by changing the conversion ratio of the Subscription Shares so as to equate the cost basis of Investor's Shareholding in the Company at no additional cost per Security (and if not permissible under applicable Law, then, at the lowest price permissible under the applicable Law) issued in any subsequent round of funding. The cost basis of Investor's Shareholding in the Company shall be equated in such manner as if the Investor had originally subscribed the Subscription Shares at the New Issue Price. It is clarified that the anti-dilution protection shall not be available to the Investor in case of corporate actions by the Company such as stock split and consolidation.

8.2 Parties agree that if the adjustments as contemplated in this Clause 8 cannot be undertaken due to applicable Law, then, the Parties shall mutually discuss and agree on the alternative to achieve



the adjustment as provided herein, without limitation through issuance of Securities to the Investor or its nominees as the case may be.

9. EXIT

Within a period of 60 (sixty) months from the Effective Date ("Exit Date"), the Company and the Promoters shall utilize best endeavours to provide the Investor an exit through the undertaking of a Public Offer (Clause 9.1) or by way of a Strategic Sale (Clause 9.2) below. If the Company and Promoters are not able to successfully complete a Public Offer of the Company or Strategic Sale by the expiry of the Exit Date to achieve a full exit of the Investor or the Investor has not consented to for the Public Offer, then, the Company and the Promoters shall be obligated to provide exit to the Investor by way of right of the Investor to exercise any of the exit options mentioned in Clause 9.2 (Strategic Sale), Clause 9.3 (Buy Back), and/or Clause 9.4 (Drag Along Right) as provided in the manner in this Clause 9. It is hereby clarified and agreed that, to achieve a successful exit of the Investor, the Investor shall have the right to exercise any or all or a combination of a few or all of the exit rights as provided in this Clause 9 at its sole discretion, and the Company and the Promoters shall co-operate with the Investor and do all such acts, deeds, matters or things (including all filings to the Governmental Authority) as may be required for exercising the rights under this Clause 9.

9.1 Public Offer.

9.1.1 The Promoters and the Company shall make best efforts to undertake a Qualified IPO by or before the Exit Date; provided that, if the Company is desirous of undertaking an IPO which is not a Qualified IPO the same will be subject to the consent of Investor. Such IPO and a Qualified IPO are hereinafter referred to as the "**Specified IPO**".

9.1.2 The Company and Promoters shall do all acts and deeds required to effectuate Specified IPO and shall obtain all relevant approvals, statutory or otherwise, that are necessary for the Specified IPO of the Company.

9.1.3 The Specified IPO may be either through a new issue of Shares and/or an offer for sale of Shares held by the Shareholders. Subject to applicable Law, the Company and the Promoters will make best efforts to ensure that the Investor is entitled to include up to 100% (one hundred percent) of its Shareholding in the Company in the Specified IPO, including conversion of the Subscription Shares held by them into Equity Shares. The Promoters (i.e. other than Investor) shall offer all the Shares proposed to be locked-in as per the listing or other regulations prescribed by the Securities and Exchange Board of India or such other Governmental Authority. To the extent permissible under applicable Law, there shall be no lock-in in relation to the Investor' Shares. Further, the Promoters shall offer as many Shares held by them as may be required in accordance with applicable Law to effectuate the Specified IPO (including by way of conversion of Preference Shares held by them, if any, into Equity Shares).

9.1.4 Listing Terms. Any Specified IPO shall include or be subject to the following terms:

(a) The cost of the Specified IPO including in relation to any offer for sale will be borne by the Company. If applicable Law does not permit the Company to bear the cost in relation to any offer for sale of the Investor' Shares, the Promoters and the Investor shall bear such expense as are required by applicable Law to be borne by them in relation to such sale.



(b) The Investor will have the right, but not the obligation, to offer, in an offer for sale, all or any of the Investor' Shares in priority to the other Shareholders.

(c) Subject to applicable Law, the Promoters shall not offer any Shares held by them for sale except as may be required by applicable Law (a) as a condition for obtaining listing on any Stock Exchange; or (b) to ensure that minimum public holding requirements are satisfied.

(d) The Specified IPO will be underwritten at least to the extent required under applicable Law.

(e) The shareholding of the Investor shall not be subject to any lock-in unless specified under applicable Law.

(f) All advisors / consultants to the Specified IPO, including the book running lead managers, underwriters, bankers, counsel and transfer agents shall be appointed with the Investor's consent.

9.1.5 The Investor shall determine the following matters in connection with the Specified IPO:

(a) whether the public offering shall be by a fresh issue of Shares by the Company and/or an offer for sale by the Shareholders;

(b) the price at which the Shares shall be issued / offered to the public;

(c) appointment of lead managers, registrars, financial advisors, counsel, issue managers and other intermediaries; and

(d) the Stock Exchange(s) on which the Shares are to be listed.

9.1.6 If the Investor' Shares are converted into Equity Shares pursuant to a proposed Specified IPO and the Company fails to complete such Specified IPO or if the Shares of the Company are not listed on the Stock Exchange due to any reason whatsoever within 6 (six) months from such conversion, the Parties agree that all the rights available to the Investor owing to its shareholding in the Company, under the Agreement shall continue to be available to the Investor. The Parties undertake to support any decisions and actions required by the Investor to give effect to the provisions herein contained including by exercise of their voting and other rights. The decisions and actions that the Investor may require may, without limitation, include:

(a) modification and/or reclassification of the Investor' Shares into Shares of a different type and/or class such that the Investor' Shares shall, subject to applicable Laws, have all the rights that were attached to the Investor' Shares immediately prior to the conversion referred to above;

(b) entry into any contractual arrangements for the purposes of ensuring that the rights attached to the Investor' Shares post such conversion are the same as those attached to the Investor' Shares immediately prior to the conversion;

(c) alteration of the Articles to include all of the rights attached to the Investor' Shares that were so attached immediately prior to the conversion referred to above; and

(d) all such other measures as shall be necessary to restore the rights enjoyed by the Investor prior to conversion of the Investor' Shares into Equity Shares.



9.2 Strategic Sale.

9.2.1 The Company and Promoters shall provide an exit to the Investor by way of a Strategic Sale at any time on or prior to the Exit Date or after the Exit Date, as may be provided in this Clause 9, subject to the succeeding provisions of this Clause 9.2 at a price ("Strategic Sale Price") which should result in the Investor getting, the higher of (i) an amount equivalent to the monies remitted / paid by the Investor to subscribe and/or acquire the Investor' Shares *plus* all accrued but unpaid dividends thereon *plus* agreed minimum return of 25% IRR (*factoring any dividend or distributions on the Investor' Shares received by the Investor till the date of determination*) thereon; or (ii) Fair Value of the Investor' Shares on Fully Diluted Basis, subject to the applicable Law.

9.2.2 The Promoters and the Company shall, simultaneously with the efforts to undertake a Specified IPO, also undertake efforts to undertake a Strategic Sale to provide an exit to the Investor. At least 2 (two) months prior to the Exit Date, the Promoters and the Company shall deliver a notice to the Investor (the "Strategic Sale Notice") setting out (a) the exact nature of the transaction proposed, including valuation and the Strategic Sale Price; (b) identity of the proposed purchaser; (c) time required to close; and, (d) such other material terms of the Strategic Sale as the Investor might request. The Investor may, without any obligation to do so, indicate acceptance (in part or full) of the Strategic Sale Notice in writing with such additional conditions as it may deem fit. Based on the Strategic Sale Notice, the Investor shall reply with its acceptance to the proposed Strategic Sale offer. If the Investor elects to sell the Shares it holds in the Company by way of a Strategic Sale, the Investor shall not be required to provide any representations and warranties for such Transfer by way of Strategic Sale, except those relating to title to the Shares. The Company and Promoters shall provide customary representations and warranties and facilitate the due-diligence as may be required by the proposed purchaser.

9.2.3 The Strategic Sale shall be subject to the approval of the Investor and the Investor shall determine matters relating to appointment of bankers, financial advisors, counsel and other intermediaries in connection with the Strategic Sale including the alignment on valuation for such Strategic Sale.

9.2.4 The costs and expenses of the Strategic Sale (including stamp duties) shall be borne by the proposed purchaser or the Company.

9.2.5 The Company and Promoters shall ensure that the Strategic Sale is fully consummated within 30 (thirty) Business Days of the acceptance of the Strategic Sale Notice by the Investor, save for time required to obtain any approvals from any Governmental Authority to effect the Strategic Sale.

9.2.6 It is hereby clarified that the obligation of the Company and Promoters to undertake a Strategic Sale on or prior to the Exit Date shall not mean that the obligation of the Company and the Promoters to undertake the Strategic Sale will fall away on expiry of the Exit Date. The Investor shall have the right to exercise the right hereunder and achieve an exit through Strategic Sale even after the expiry of the Exit Date, either severally or in combination with any of the other exit rights specified in this Clause 9.

9.3 Buy Back.

9.3.1 The Investor may, at any time after the Exit Date, deliver a notice ("Information Notice") to the Company, requiring the Company to determine the price ("Buy Back Price") which



should result in the Investor getting, the higher of (i) an amount equivalent to the monies remitted / paid by the Investor to subscribe and/or acquire the Investor' Shares *plus* all accrued but unpaid dividends thereon *plus* agreed minimum return of 25% IRR (*factoring any dividend or distributions on the Investor' Shares received by the Investor till the date of determination*) thereon; or (ii) Fair Value of the Investor' Shares on Fully Diluted Basis, subject to the applicable Law. The Company shall undertake all actions required for the determination of the Buy Back Price, within a period of 30 (thirty) days from the date of the receipt of the Information Notice by it. The Company shall inform the Investor the Buy Back Price upon its determination, in writing, and the maximum number of Shares the Company can buy-back at the Buy Back Price in compliance with applicable Law ("**Maximum Buy Back Shares**").

9.3.2 If the Investor elects to exit the Company pursuant to a buy back under this Clause 9.3, the Investor shall deliver a notice to the Company confirming such election ("**Buy Back Notice**") with the details of the Shares ("**Buy Back Shares**") which need to be bought back by the Company. Pursuant to the receipt of the Buy Back Notice, the Company shall convert the Buy Back Shares into Equity Shares to the extent the same are Preference Shares.

9.3.3 Upon the receipt of the Buy Back Notice, the Company shall take, and the Promoters shall cause the Company to take, all steps necessary to ensure that the Investor is able to effectively exercise the rights contained herein. Such steps may include (i) obtaining statutory approvals in relation to the buy back, if required; (ii) passing appropriate resolutions at the Board and Shareholders' meeting; and (iii) taking such other measures as the Investor may reasonably request.

9.3.4 The buy-back hereunder shall be either through one or more successive Buy Back offers on terms acceptable to the Investor subject to the provisions of this Clause 9.3. The Company will be bound to complete such buy back within 60 (sixty) days from the date of receipt of the Buy Back Notice.

9.3.5 The Shareholders (other than the Investor) shall not offer any Shares held by them in any buy-back offer by the Company until such time as all the Buy Back Shares are bought back by the Company.

9.3.6 All costs in relation to the Buy Back, including the fees of the independent investment banker to be appointed for determining the Buy Back Price, shall be borne by the Company.

9.4 Drag Along Right.

9.4.1 Upon expiry of 6 (six) months from the Exit Date, the Investor may require the Company to appoint a reputed investment banker to facilitate the sale of Investor' Shares to a Third Party buyer including a Competitor ("**New Buyer**"). If the New Buyer requires the additional Shares in order to consummate the purchase of Investor' Shares, then, the Investor shall have the right ("**Drag Along Right**") to compel the Promoters and any other Shareholders (the "**Dragged Shareholders**") to sell, and the Promoters and other Shareholders shall be under an obligation to sell, all or part of their Shares as may be required by the New Buyer ("**Drag Along Shares**"), at the same price (and terms no less favourable than those) being received by the Investor ("**Drag Sale**").

9.4.2 **Procedure.** If the Investor chooses to exercise its Drag Along Right set out herein, the Investor shall deliver a written notice to the Promoters ("**Drag Sale Notice**") stating the intention of the



Investor to sell all the Shares held by it to the New Buyer together with the terms and conditions on which the New Buyer is willing to purchase the Drag Along Shares. The Company shall, and the Promoters shall cause the Company to, convene within a period of 30 (thirty) days from receipt of the Drag Sale Notice, a meeting of the Board and the Shareholders and at such meeting, the Promoters shall, consent to the sale of Drag Along Shares in a manner and on the terms and conditions determined by the Investor. All costs and expenses incurred in relation to the Drag Sale shall be borne entirely by the Company. The Company and the Promoters shall co-operate and take all necessary and desirable actions in connection with the consummation of the Drag Sale including, without limitation, timely execution and delivery of any agreements and instruments to complete the Drag Sale, providing access and information as may be requested by the New Buyer and co-operating in any due diligence conducted by the New Buyer. The Company and the Promoters shall provide all such customary representations and warranties, indemnities and covenants as may be required by the New Buyer in connection with the completion of the Drag Sale. The Investor shall not be required to provide any representations, warranties, guarantees or indemnities, or be subject to any restrictive covenants pursuant to or in relation to the Drag Sale. The Promoters and the Company agree and undertake that they will honour the commercial understanding of the provisions of this Clause in any manner legally permissible.

9.5 No prejudice. Notwithstanding anything to the contrary contained in this Clause 9, it is expressly clarified that the Investor may elect to avail any of its rights under this Clause 9 (after the Exit Date) at its option and discretion, and exercise of one right by the Investor shall not prejudice the other rights.

9.6 Promoters Incentive. Upon the Investor being provided a complete exit in accordance with Clause 9.1, 9.2, 9.3 and/or 9.4 above, whereby the Investor does not hold any Security of the Company, if:

9.6.1 the Investor has received an IRR of more than 25% (twenty five percent) but up to a maximum of 30% (thirty percent) on an INR basis till the actual date of exit, on the aggregate amounts invested/paid by the Investor (or by any of its one or more Affiliates) to subscribe or acquire any Securities of the Company pursuant to the Transaction Documents (including by virtue of Additional Investment and upon exercise of its Anti-Dilution rights hereunder), then, the Investor shall be required to incentivize the Promoters (collectively) such that the shareholding of the Investor in the Company will be deemed to be 34% (thirty four percent) on a Fully Diluted Basis;

9.6.2 the Investor has received an IRR of more than 30% (thirty percent) on an INR basis till the actual date of exit, on the aggregate amounts invested/paid by the Investor (or by any of its one or more Affiliates) to subscribe or acquire any Securities of the Company pursuant to the Transaction Documents (including by virtue of Additional Investment and upon exercise of its Anti-Dilution rights hereunder), then, the Investor shall be required to incentivize the Promoters (collectively) such that the shareholding of the Investor in the Company will be deemed to be 33.5% (thirty three and a half percent) on a Fully Diluted Basis.

It is hereby clarified that if the Investor receives an IRR of less than 25% (twenty five percent) on an INR basis till the actual date of exit, on the aggregate amounts invested/paid by the Investor (or by any of its one or more Affiliates) pursuant to the Transaction Documents (including by virtue of Additional Investment and upon exercise of its Anti-Dilution rights hereunder) to subscribe or acquire any Securities of the Company pursuant to the Transaction Documents, after payment of all costs and Taxes, then, the Investor shall not be required to incentivize the Promoters whatsoever.



It is hereby further clarified and agreed that the Promoters Incentive as provided in this Clause 9.6 shall not be applicable with respect to any further investment that may be made by the Investor in the Company, and the same is applicable only with respect to the contemplated investment towards (i) the Sale Shares under the Share Purchase Agreement, (ii) the Subscription Shares under the Share Subscription Agreement and (iii) the Additional Subscription Shares under the Agreement.

10. TERMS OF ISSUANCE OF SUBSCRIPTION SHARES

The Subscription Shares and the Additional Subscription Shares shall have the terms and conditions as set out in **Schedule II** of the Agreement.

11. LIQUIDATION PREFERENCE

11.1 Upon occurrence of any Liquidation Event, the Investor shall have a preference over the other Shareholders of the Company for return of capital as set out hereinafter:

11.1.1 The proceeds of the Liquidation Event shall be distributed such that the Investor receives, the higher of (i) an amount equivalent to the monies remitted by Investor to subscribe the Investor' Shares *plus* all accrued but unpaid dividends thereon *plus* agreed minimum returns of 25% IRR (factoring any dividend or distributions on the Investor' Shares received by the Investor till date of such determination); or (ii) an amount equivalent to the Fair Value of the Investor' Shares on a Fully Diluted Basis (hereinafter referred to as "**Preference Amount**").

11.1.2 If the proceeds of the Liquidation Event legally available for distribution are insufficient to permit the payment of the Preference Amount, then, the entire proceeds legally available for distribution shall be distributed to the Investor.

11.2 With regard to the above, it is hereby clarified that Investor shall also be entitled to share *pari passu* with the Shareholders of the Company in any surplus Assets, if any, existing after the payment in respect of each Equity Share of the capital paid up on such Shares.

12. COVENANTS AND AGREEMENTS

12.1 **Non-Pledging of Investor' Shares.** The Investor shall not be required to pledge its Shareholding in the Company or invest any additional amount in the Company or offer any guarantee or collateral security in respect of any borrowing by the Company.

12.2 **Investor not to be classified as promoter.** The shareholding of the Promoters shall be designated as "promoters" or "sponsors" or "Promoters" (or any synonymous term in other jurisdiction) in filings with any Governmental Authorities, offer documents or otherwise. The Investor is not a 'promoter' or part of the 'promoter group' of the Company. The Company or its Affiliates or Group Companies shall not under any circumstances declare, publish or disclose the Investor in any document related to a Public Offering, accounts, any public disclosures or otherwise as "promoter" or part of the "promoter group" of the Company. The Company and Promoters undertake to take all necessary steps to ensure that the Investor shall not be considered as a promoter or part of the promoter group of the Company in any Public Offer related or other regulatory filing made by the Company or the Promoters. In the event any Governmental Authority rules, holds or adjudicates that the Investor is 'promoter' or part of the "promoter group" of the Company, or requires the Company to mention the Investor as its 'promoter' or part of the "promoter group" in any filings or documents, the Company and the Promoters shall immediately inform the Investor of the same in writing and do all things, take all steps and make all appropriate representations in consultation with the Investor so that the Investor is not considered 'promoter' or part of the "promoter group", and the Investor shall take necessary steps so as to not be



classified as a 'promoter'. This clause shall also apply to Investor being designated as "sponsors", "Promoters" or any other term in any jurisdiction which implies a level of responsibility or involvement in or Control over, the Company, its affairs or its business more than that of an ordinary shareholder.

12.3 Non-Compete and Non-Solicit.

12.3.1 As long as the Promoter 1 (i) is employed by the Company; or (ii) holds Shares in the Company; or (iii) is entitled to nominate a Director on the Board, and for a period of 36 (thirty six) months from the last of the events specified above, the Promoters shall not engage in, directly or indirectly, and whether as an individual, through a Relative or Affiliate or through a partnership or as a shareholder, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office bearer or agent or in any other manner whatsoever, whether for profit or otherwise, anywhere in India / the world, engage or participate in any business which competes with the whole or any part of any Business being carried on or proposed to be carried on by the Company.

12.3.2 The Promoters hereby agree, acknowledge and undertake that they shall retain the management and control of the operations of the Company and the Promoters shall devote substantially all of their time to the affairs of the Company, subject to such exceptions as may be approved by the Investor.

12.3.3 The Promoters agree and acknowledge that no separate non-compete fees is payable to the Promoters, and the consideration for the non-compete restriction contained herein is deemed to have been received under the Agreement and mutual covenants in the Transaction Documents. The Promoters also acknowledge the receipt and sufficiency of such consideration received towards the non-compete restriction contained herein.

12.3.4 The Company and the Promoters shall ensure that each of the Key Managerial Personnel, including Promoter 1, shall execute an employment agreement containing amongst others non-compete and non-solicitation terms in a form set out in **Schedule VI** to the SSSHA. The Key Managerial Personnel, including Promoter 1, shall under the employment agreement so executed undertake not to, either directly or indirectly, participate in businesses which compete with Business carried on by, and not solicit the employees, vendors, suppliers and customers of, the Company (if any) for at least 3 (three) years after the termination of employment in the Company.

12.3.5 **Non-Solicitation.** The Promoters acknowledge that the ability of the Company to conduct and operate its Business depends upon its ability to attract and retain skilled people, customers, suppliers and that the Company has and will continue to invest substantial resources in training such people. The Promoters hereby agree that the Promoters shall not for the duration described at Clause 12.3.1 above:

a) directly or indirectly, partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or otherwise) any employee of the Company at any time during the last 12 (twelve) months, and shall use best efforts to prevent any of its Affiliates, related entities or Persons from taking any such action;

b) disclose to any third party the names, backgrounds or qualifications of any employees or otherwise identify them as potential candidates for employment;



c) personally, or through any other Person, approach, recruit or otherwise solicit employees of other Party to work for any other employer; and

d) persuade any Person which is a client / customer or a vendor / supplier of the Company, to cease doing business or to reduce the amount of business which any such Person has customarily done or might propose doing with the Company, or to otherwise solicit or offer business from such client / customer or vendor / supplier (as the case may be).

12.3.6 The Promoters acknowledge that their position with the Company requires and will continue to require the performance of services that are special, unique, extraordinary and of an intellectual character and has placed and will continue to place them in a position of confidence and trust with the employees, customers and associates of the Company; and that the restrictions under this Clause are fair and reasonable as to subject matter, geographical scope and duration. The Parties acknowledge and agree that the above restrictions are considered reasonable for the legitimate protection of the business and for the goodwill of the Company.

12.3.7 The Promoters acknowledge and agree that the covenants contained in this Clause 12.3 are significant to the Investor, and that the Investor would not have proceeded with its investment into the Company (from time to time) but for the Promoters' covenants hereunder to ensure the protection of the value of the Company.

12.3.8 The Promoters acknowledge that any breach or threatened or attempted breach of any provision of this Clause 12.3 would cause irreparable harm to the Investor and that monetary damages would not be sufficient or adequate to protect the Investor's interests under this Clause 12.3, and therefore, irrevocably agree that Investor shall, in addition to all other applicable remedies, be entitled to, injunctive relief to prevent a breach or specific performance of this Clause 12.3 or other equitable remedy. The Promoter 1

represents that his experience and knowledge will enable him to earn an adequate living in a business other than a business competing with that of the Company and that injunctive relief will not prevent him from providing for himself and his family. The Promoter 1 acknowledges that he has various skill sets which can be deployed by him once he ceases to be an employee of the Company without breaching the restrictions contained in this Clause 12.3.

12.3.9 Each covenant contained in Clause 12.3 shall be, and is, a separate covenant and shall be enforceable separately and independently of any of the other covenants against the Promoters and its validity shall not be affected if any of the others is invalid; if any of the covenants are void but would be valid if some part of the covenant were deleted, the covenant in question shall apply with such modification as may be necessary to make it valid.

12.4 Rights in Group Companies. The Investor shall have all rights available under the Agreement including the Investor Protection Matters (Clause 4.12), right to appoint members to the Board (Clause 4.2), Committees of the Board (Clause 4.4), Information and Inspection Rights (Clause 3), Right to Maintain Capital (Clause 5.1), Representation and Warranties (Clause 13 of SSSHA, and Indemnification (Clause 14 of SSSHA) in respect of all the Group Companies from time to time, and subject to applicable Law all such rights which are required to be reflected in the articles of association to be legally binding and enforceable shall form part of the articles of association or other charter documents of such Group Companies till the termination of the Agreement in accordance with its terms. It is clarified that in such a context, the capitalized terms used under the Agreement shall be read and interpreted in the context of such Group Company and any references



to 'Company' shall be deemed to be replaced with a reference to such Group Company in which the rights of the Investor are being exercised and such rights will be *mutatis mutandis* available in all the Group Companies. Without prejudice to the generality of the foregoing, all provisions of the Agreement relating to the Board and committees of the Board, Shareholders and their meetings shall *mutatis mutandis* be applicable to the proceedings, decision and action of the board of directors and shareholders of the Group Companies and the committees of the board of directors of the Group Companies. For avoidance of doubt, if any matter is required to be decided at the board or committee or shareholders meeting of any of the Group Company, it will be first placed before the Board or Committee or Shareholders' meeting of the Company, as the case may be. Once decided at the Board or Committee or Shareholders' meeting of the Company, the directors or authorised representatives of the Company at the board or committee or shareholders meeting of the Group Company shall act *in-tandem* and in line with the decision that took place at the Board or Committee or Shareholders meeting of the Company.

12.5 Alteration of Articles. Any amendment to the Company's Articles will be subject to the approval of the Investor and if the rights and obligations of Investor are changed, then, Investor's consent will be required for such amendment. If any conflict exists between the terms of the Agreement and the Company's Articles, the terms of the Agreement alone shall prevail, and the Articles shall be amended (from time to time) to incorporate and give effect, to the maximum extent possible, the terms contained in the Agreement and the Parties agree to take all necessary actions in this regard.

12.6 No Superior Rights. No Person (whether such Person is a Shareholder of the Company or any other Person) shall be granted any rights, which are superior to the rights of the Investor, without the Investor's written consent. In the event any superior rights are to be granted to a Person, then such superior rights shall be automatically available to the Investor and deemed to be incorporated as a part of the Agreement.

12.7 Foreign Corrupt Practices Act.

12.7.1 The Company shall not and shall not permit any of its Affiliates or Group Companies or any of its or their respective directors, shareholders, officers, managers, employees, independent contractors, representatives or agents to -- promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, including any Non-U.S. Official, in each case, in violation of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, Prevention of Corruption Act, 1988, Prevention of Money Laundering Act, 2002 or any other applicable anti-bribery or anti-corruption law (the "**Anti-Corruption Laws**"). The Company shall, and shall cause each of its Affiliates and Group Companies to, cease all of its or their respective activities, as well as remediate any actions taken by the Company, its Affiliates or Group Companies, or any of their respective directors, shareholders, officers, managers, employees, independent contractors, representatives or agents in violation of the Anti-Corruption Laws. The Company shall and shall cause each of its Affiliates and Group Companies to maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the Anti-Corruption Laws. Upon request, the Company agrees to provide responsive information and/or certifications concerning its compliance with applicable Anti-Corruption Laws.

12.7.2 None of the Company nor any of the Company's shareholders, directors, officers or employees has violated or have made, directly or indirectly, any payment or promise to pay, or gift or promise to give or authorized such a promise or gift, of any money or anything of value, directly



or indirectly, to (a) any foreign official (as such term is defined in the Anti-Corruption Laws) for the purpose of influencing any official thereof or decision of a Governmental Authority, or (b) any foreign political party or official thereof or candidate for foreign political office for the purpose of influencing any official act or decision of such party, official or candidate or inducing such party, official or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, in the case of both (a) and (b) above in order to assist the Company or any of its Affiliates, as applicable. None of the Company nor any of its shareholders, directors, officers or employees has made, offered or promised any bribe rebate, payoff, influence payment, kickback or other unlawful payment of funds to any Person or received or retained any funds in violation of any Law, rule or regulation. None of the Company's shareholders, directors, officers, or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution, or other enforcement action related to the Anti-Corruption Laws.

12.7.3 Neither the Company nor any of the Promoters (a) are persons with whom transactions are currently prohibited under the U.S. economic sanctions and any other applicable (or equivalent) measure; (b) as on the Execution Date and the Effective Date, have any outstanding orders in any business, transactions or other activities with any such prohibited Person; and (c) as on the Execution Date and the Effective Date, have any outstanding orders in any business, transactions prohibited by the U.S. economic sanctions and any other applicable (or equivalent) measure.

12.7.4 Neither the Company nor any Director acting for or on behalf of the Company, directly or indirectly, has established or maintains any funds or Assets, in which the Company has proprietary rights, that have been recorded in the books and records of the Company.

12.8 Controlled Foreign Corporation.

12.8.1 The Company shall not be a 'Controlled Foreign Corporation' as defined in the U.S. Internal Revenue Code of 1986, as amended (or any successor thereto). The Company shall make due inquiry with its tax advisors on at least an annual basis regarding the Company's status as a 'Controlled Foreign Corporation' as defined in the U.S. Internal Revenue Code of 1986, as amended (or any successor thereto) and regarding whether any portion of the Company's income is 'subpart F income' (as defined in Section 952 of the U.S. Internal Revenue Code) and global intangible low-taxed income ("GILTI") (as defined in section 951A of the U.S. Internal Revenue Code). Investor shall reasonably co-operate with the Company to provide information about Investor and Investor's Partners in order to enable the Company's tax advisors to determine the status of Investor and/or any of Investor's Partners as a 'United States Shareholder' within the meaning of section 951(b) of the U.S. Internal Revenue Code. No later than 60 (sixty) days following the end of each taxable year of the Company, the Company shall provide the following information to Investor: (a) the Company's capitalisation table as of the end of the last day of such taxable year, and (b) a report regarding the Company's status as a 'Controlled Foreign Corporation'. In addition, the Company shall provide to Investor with access to such other Company information as may be necessary for Investor to determine the Company's status as a 'Controlled Foreign Corporation' and to determine whether the Investor or Investor's Partners are required to report its *pro rata* portion of the Company's 'subpart F Income' on its United States federal income tax return, global intangible low-taxed income ("GILTI") or to allow the Investor or Investor's Partners to otherwise comply with applicable United States federal income tax laws. The Company and the Shareholders of the Company shall not, without the written consent of the Investor, issue or Transfer stock in the Company to the Investor if following such issuance or Transfer the Company, in the determination of counsel or accountants for Investor, would be a 'Controlled Foreign Corporation'. In the event that the Company is determined by the Company's tax advisors or by counsel or accountants for



Investor to be a 'Controlled Foreign Corporation', the Company agrees to use commercially reasonable efforts to avoid generating subpart F Income and global intangible low-taxed income (GILTI"). Further, GECC is a 'United States Shareholder' owning, within the meaning of section 958(a), stock in the Company.

12.8.2 The Company shall not be, with respect to its taxable year during which the Closing Date occurs, a 'passive foreign investment company' or 'PFIC' within the meaning of section 1297 of the Internal Revenue Code of 1986, as amended (or any successor thereto). The Company shall use commercially reasonable efforts to avoid being a 'passive foreign investment company' within the meaning of section 1297 of the Internal Revenue Code of 1986, as amended (or any successor thereto). In connection with a 'Qualified Electing Fund', election made by the Investor pursuant to section 1295 of the Internal Revenue Code of 1986, as amended, or a 'Protective Statement' filed by any of Investor's Partners pursuant to Treasury Regulation Section 1.1295-3, as amended (or any successor thereto), the Company shall provide annual financial information to the Investor in the form provided in **Schedule V** to the SSSHA (or in such other form as may be required to reflect changes in applicable Law) as soon as reasonably practicable following the end of each taxable year of the Company (but in no event later than 60 (sixty) days following the end of each such taxable year), and shall provide Investor with access to such other Company information as may be required for purposes of filing United States federal income tax returns of the Investor's Partners in connection with such 'Qualified Electing Fund' election or 'Protective Statement'. The Company shall take such actions, including making an election to be treated as a corporation or refraining from making an election to be treated as a partnership, as may be required to ensure that at all times the company is treated as corporation for United States federal income tax purposes.

12.8.3 The Company shall make due inquiry with its tax advisors (and shall co-operate with Investor's tax advisors with respect to such inquiry) on at least an annual basis regarding whether Investor's or any Investor's Partners direct or indirect interest in the Company is subject to the reporting requirements of either or both of sections 6038 and 6038B of the Code (and the Company shall duly inform Investor of the results of such determination), and in the event that Investor's or any Investor's Partners direct or indirect interest in Company is determined by the Company's tax advisors or Investor's tax advisors to be subject to the reporting requirements of either or both of sections 6038 and 6038B, Company agrees, upon a request from Investor, to provide such information to Investor may be necessary to fulfil Investor's or Investor's Partners obligations thereunder.

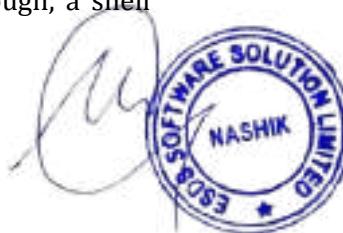
12.8.4 For purposes of this Clause 12.8 and **Schedule V** to the SSSHA, (a) the term "**Investor's Partners**" means each of the Investor's partners and any direct or indirect equity owners of such partners; and (b) "**Company**" means the Company and any of its Group Companies.

12.9 Transaction with Prohibited Persons.

12.9.1 The Company shall not, and the Promoters shall ensure that the Company and its Group Companies shall not:

(a) enter into any transaction or engage in any activity prohibited by any resolution of the United Nations Security Council under Chapter VII of the United Nations Charter.

(b) Conduct business or enter into any transaction with, or transmit any funds through, a shell bank.



12.9.2 If any of the Company or its Group Companies and/or the Promoters become aware of any violation of this Clause 12.9, such Person shall promptly within 7 (seven) Business Days from the date of becoming aware of such violation, notify the Investor in writing, and the Company determining whether such a violation has occurred, and shall respond promptly and in reasonable detail to any notice from the Investor, and shall furnish documentary support for such response upon the Investor's request.

12.10 OFAC.

12.10.1 The Company shall not, directly or indirectly, use the Subscription Amount (or any further investment amount invested by the Investor) or lend, contribute or otherwise make available the Subscription Amount (or any further investment amount invested by the Investor) to any Group Company or Third Party for the purpose of funding or facilitating any activities or business of or with any person towards any sales or operations in Cuba, Iran, Libya, Syria, Sudan, the Democratic People's Republic of Korea, Myanmar or any other country sanctioned by the Office of Foreign Assets Control of the U.S. Department of Treasury ("OFAC") or for the purpose of funding any operations or financing any investments in, or make any payments to, any person targeted by or subject to any sanctions imposed by the European Union (including under Council Regulation (EC) No. 194/2008), the United Nations Security Council, Her Majesty's Treasury or any other relevant governmental entity and any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, as amended or the Iran /sanctions Act, as amended (collectively, the "**Sanctions**").

12.10.2 The Company will use the Subscription Amount in accordance with the provisions of the Transaction Documents and with Investor's prior written consent. The use of Subscription Amount will be in compliance with and will not result in the breach by the Company and the Promoters, any officers, employee, director, agent, affiliate or person acting on behalf of the Company; and the Company further covenants not to engage, directly or indirectly, in any other activities that would result in violation of Sanctions by any Person, including any Person participating in the transaction.

12.11 Environmental Matters.

12.11.1 The Company has complied with and shall be in compliance with all the Environmental Laws in all respects and has obtained and is in compliance with all applicable environmental permits. No written and/or formal notice of violation of liability has been received by the Company, and no litigation is pending or is threatened (as evidenced by a notice in writing received by the Company) by the Person involving the Company relating to or arising out of any Environmental Law. No order has been issued, no penalty or fine has been assessed involving the Company relating to or arising out of any Environmental Law.

12.11.2 No release of Hazardous Substance has occurred at any properties currently owned, leased, operated or used by the Company that has resulted in any cost, liability or obligation of the Company under the Environmental Law. The Company has not conducted any environmental site assessments, audits, investigations and studies for itself or any of its Group Companies. The Company has not received any notice from any authority under Environmental Law requiring it to take action for compliance with Environmental Law, or any written notice regarding pollution of the environment or harm to human health.

12.12 **Greenhouse Gas Audit.** The Investor may require the Company and/or the Group Companies to undergo a greenhouse gas audit annually, by a Third Party agency acceptable to the



Investor. The Company shall, and the Promoters shall ensure that the Company and the Group Companies, extend full cooperation and provide all necessary information and documents required for the conduct of such audit. All such costs and expenses in relation to the conduct of such annual greenhouse gas audit shall be borne by the Company.

12.13 Action Plan. The Company shall, and the Promoters shall ensure that the Company and the Group Companies shall, implement and comply with the Action Plan and undertake the Business of the Company and/or Group Companies in compliance with the Applicable S&E Law. The compliance with the Action Plan and Applicable S&E Law shall be reviewed by a Third Party service provider appointed by the Investor on an annual basis. The Company will also be subject to an annual ESG audit by an independent auditor / audit agency as approved by the Investor at the cost of the Company. Based on the findings of such Third Party service provider, the Action Plan, as presently set out in **Schedule VII** to the SSSHA, shall be revised / modified mutually by the Investor, the Company and the Promoters, if deemed necessary by such Third Party service provider, and the Company shall implement and comply with such revised / modified Action Plan, as the case may be, from time to time.

Within 24 (twenty four) hours after its occurrence, the Company and Promoters shall notify the Investor of any social, labor, health and safety, security or environmental incident, accident or circumstance having, or which could reasonably be expected to have, any material adverse social, health, labour, health and safety, security and/or environmental impact or any material adverse impact on the implementation or operation of the Business in compliance with the Action Plan and/or Applicable S&E Law, specifying in each case the nature of the incident, accident, or circumstance and the impact or effect arising or likely to arise therefrom, and the measures the Group Company is taking or plans to take to address them and to prevent any future similar event; and keep the Investor informed of the on-going implementation of those measures.

12.14 Other Covenants.

12.14.1 Big Four Auditors. The Company and the Promoters shall ensure that the Company shall at all times appoint one of the Big Four Auditors as its Auditor. At Investor's request, the Company shall provide all information and documents required to justify the treatment of any item in the accounts of the Company.

12.14.2 Disclosures. The Company and the Promoters covenant and undertake the following without limitation:

(a) The Company will forthwith, as soon as the Company becomes aware, notify the Investor from time to time of any pending or threatened or contemplated suits, litigations or proceedings against or affecting the Company, Promoters or their Assets.

(b) The Company shall forthwith notify the Investor in case of any liquidated damages / payment obligation is triggered in accordance with any of the arrangements with Maharashtra State Electricity Transmission Ltd, Energy Efficiency Services Ltd, Maharashtra Pollution Control Board and STPI, Bangalore or with any other entity.

(c) The Company will not default in the performance of any of its governmental, statutory, contractual or other obligations, except as a result of a *bona fide* dispute in respect of the said governmental, regulatory, statutory, contractual or other obligations.

(d) The Business of the Company will be run in the ordinary course and in accordance with all the professional rules, standards, Laws or regulations in connection therewith.



- (e) The Company will notify the Investor in writing of any notice of default under any Material Contract entered into by the Company immediately upon becoming aware of it and will from time to time, on reasonable request deliver to the Investor a certificate confirming that no such notice of default has been received or setting out details of any such notice and the action taken or proposed to be taken to remedy it.
- (f) The Company shall maintain adequate property and business insurance and any other insurance as may be required as per applicable Law.
- (g) The Company shall preserve, protect and maintain its corporate existence as a private limited company (as defined under the Act), its rights, franchises, and privileges, and all properties necessary or useful for the proper conduct of its Business.
- (h) The Company shall adopt a board resolution codifying the Company's commitment to responsible business practices and provide a copy of the resolution to the Investor within 7 (seven) days of passing thereof.

12.14.3 Business Plan.

The Company shall, and the Promoters shall ensure that the Company shall, duly comply with the Business Plan approved by the Investor from time to time including for the Financial Year 2018-19. The Business Plan shall comprise of the business strategy, capital expenditure, means of finance, projected financial statements including profit & loss account, balance sheet and cash flow statements of the Company and its Group Companies for the ongoing Financial Year in significant detail and high level projections for the subsequent 3 (three) Financial Years and would form the basis of management of the business of the Company and its Group Companies until such time that the same is duly updated / revised with the written consent of the Investor and to the satisfaction of the Investor. The Business Plan shall be approved by the Investor annually and updated / revised at the time of approving any expansion, diversification or acquisition. It is clarified that the Business Plan shall always lay down the head wise details of capital expenditure on new investments, investments in new businesses and/or products or acquisitions of Assets, construction or lease, any revenue sharing or hire purchase arrangements and the Investor approval of the Business Plan would signify its approval of expenditure for the particular head. If the actual expenditure on a particular head is less than the amount approved as part of the Business Plan, then the Company and Promoters shall not be entitled to use the balance amount for any other head. For any such utilisation, the specific Investor approval in writing will be required.

12.14.4 Offshore Subsidiaries.

With respect to subsidiary of the Company (namely, BodHost Ltd.) and step down wholly owned subsidiaries (namely, eUKhost Ltd. and WebHosting UK Com Ltd. – collectively "**Step Down Subsidiaries**"), the Company shall, and the Promoter shall cause and ensure that:

- (a) within 1 (one) month from the Effective Date, the ownership of BodHost Ltd is transferred from the Company to the Promoters, subject to terms, conditions and mechanics of Transfer as approved by the Investor, without resulting in any negative impact on the Company, financial or otherwise;



(b) the Step Down Subsidiaries will continue to seek the services of the Company on such terms that are at par (if not better) than the terms currently prevalent and such terms, conditions to be approved by the Investor;

(c) BodHost Ltd. and Step Down Subsidiaries will be subjected to non-solicitation and non-compete restrictions as specified in Clause 12.3 and, neither in India nor beyond, they shall undertake or engage, directly or indirectly, in any activities that are in competition with the Business of the Company.

12.14.5 ESOP Plan. Within 30 (thirty) days from the Effective Date hereof, the Company and the Promoters shall create the ESOP Plan, in such a form and manner as approved by the Investor, comprising of total pool of stock options in respect of 7,00,000 (Seven Lakh) Shares by way of the Promoters transferring their respective Equity Shares out of their shareholding for creating the said ESOP pool. It is clarified that the ESOP pool will not dilute the Investor's shareholding in the Company and the exercise price of the ESOPs will be at least INR 150 (Rupees One Hundred Fifty Only) per Share.

12.14.6 Use of Proceeds. The Company and the Promoters hereby confirm that the proceeds of any investment in the Company as per the Transaction Documents will be utilised by the Company in the manner as stipulated in the relevant Transaction Documents and with Investor's prior written consent, towards capital expenditure, sales and marketing activities and balance sheet enhancement to support additional working capital.

12.14.7 IP Protection. The Company and the Promoters hereby confirm they shall renew the patent number GB2493812 dealing with method and system for real time detection of resource requirement and automatic adjustments upon its expiry on June 18, 2018. The Company and Promoters will protect their intellectual property by way of including but not limited to procuring trademark registrations for the proprietary brands eMagic and MTVScan, etc.

12.14.8 Recovery of advance by ESDS Internet. The Company and the Promoters shall cause ESDS Internet to recover the advance amounts aggregating to INR 7,95,10,806 (Rupees Seven Crore Ninety Five Lakhs Ten Thousand Eight Hundred Six Only) given by it together with the applicable interest thereon, within 45 (forty five) days from the Effective Date.

12.14.9 MPCB Approval / Consent. The Company and/or its Group Company, as applicable, will procure the necessary consents/ approvals / permissions from the Maharashtra Pollution Control Board ("MPCB") with respect to the data center located at Navi Mumbai in accordance with the provisions of applicable Laws.

12.14.10 Shops and Establishment License: The Company shall obtain shops and establishment licenses for its Bangalore, Delhi, Nashik and Navi Mumbai office premises within 30 days from the Effective Date hereunder.

12.14.11 UK Counsel Confirmation: On or before June 15, 2018, the Company shall procure a counsel confirmation / legal opinion stating the following:

"To whomsoever it may concern, this is to inform that ESDS Software Solution Private Limited is not a beneficial shareholder of Hyperslice Limited, UK and no remittance from India or otherwise has been made by ESDS Software Solution Private Limited to Hyperslice Limited, UK or any other Person for becoming the shareholder of Hyperslice Ltd."



13. EVENT OF DEFAULT AND ACCELERATED EXIT

13.1 Occurrence of any of the following events in respect of the Promoters and/or the Company ("Defaulting Party") at any point in time shall be referred to as an event of default ("Event of Default") for the purpose of the Agreement and the Transaction Documents:

13.1.1 any breach or default by the Defaulting Party of any provisions, obligations, covenants or undertakings of the Agreement or any of the Transaction Documents;

13.1.2 breach of any representations and warranties and indemnities contained in this Agreement or any of the Transaction Documents; or

13.1.3 any act or omission by the Defaulting Party, through their agents or employees, constituting intentional misrepresentation, gross negligence, fraud, or wilful misconduct in respect of or concerning the Company; or

13.1.4 illegality or cessation of Business of the Company; or

13.1.5 breach of any of the Covenants as set out in Clause 12 hereof; or

13.1.6 occurrence of a Liquidation Event vis-à-vis the Defaulting Parties and/or the Company; or

13.1.7 occurrence of a Key Man Event; or

13.1.8 occurrence of a Material Breach; or

13.1.9 ownership percentage of the Promoters in the Company falling below 49.99% of the share capital of the Company, other than as approved by the Investor in writing.

13.2 It is clarified that on the occurrence of an Event of Default vis-à-vis any of the Promoters and/or the Company, the Promoters shall, jointly and severally, be deemed to be the Defaulting Parties.

13.3 Consequences of occurrence of Event of Default.

13.3.1 In the event of the occurrence of an Event of Default, the non-defaulting Party i.e. the Investor ("Non Defaulting Party") shall have the right, but not the obligation, to give notice of the alleged Event of Default ("Default Notice") to the Defaulting Party. The Defaulting Party shall have a period of 30 (thirty) days from the receipt of the Default Notice to rectify the Event of Default ("Rectification Period").

13.3.2 In case of occurrence of an Event of Default set out in Clause 13.1, if upon the expiry of the Rectification Period, such Event of Default has not been rectified to the satisfaction of the Investor, then, the Investor shall, without prejudice to any other rights under the Transaction Documents or Law, have the right to undertake all such actions, deeds and steps as it may deem necessary to rectify such defaults at the cost and expenses of the Promoters and the Promoters shall provide all necessary assistance to the Investor and shall keep the Investor indemnified in this regard.

13.3.3 Notwithstanding the above, if upon expiry of the Rectification Period, an Event of Default has not been rectified to the satisfaction of the Investor, then, the Investor shall, without prejudice to



any other rights under the Transaction Documents or Law, have the sole and absolute right and entitlement (but not the obligation) to:

- a) Exercise the Drag Along Right in terms of Clause 9.4 hereof;
- b) Cause the Company and the Promoters to undertake a Strategic Sale in terms of Clause 9.2 hereof to achieve a full exit of the Investor from the Company;
- c) Cause the Company to undertake a buy back in terms of Clause 9.3 hereof;
- d) Enforce its rights and entitlements under the Transaction Documents and otherwise available to it under the Law;
- e) Take all such other actions expressly permitted under the Transaction Documents, as deemed fit by it;
- f) Cause winding up of the Company;
- g) Exercise such other remedies as permitted under the applicable Laws.

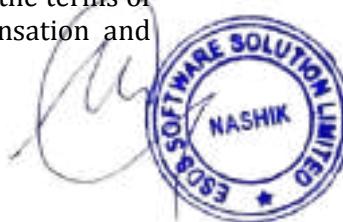
13.4 Notwithstanding anything contained hereinabove, the Defaulting Party shall remain liable and be responsible for due discharge, performance and compliance with all obligations and liabilities arising out of the actions set out in this Clause 13.

13.5 The Parties agree, acknowledge and undertake that on occurrence of an Event of Default, the Investor shall, at its sole and absolute discretion and without assigning any order of priority or preference and, or, following any order of priority, be entitled to enforce all or any of the remedies mentioned hereunder or under Law available to it.

SCHEDULE I: INVESTOR PROTECTION MATTERS

Subject to Clause 4.12, the following matters in relation to the Company and each of the Group Companies shall require prior written consent of the Investor:

- 1. Alteration or changes to the rights, preferences or privileges of any Securities;
- 2. Mergers, demergers, restructuring, acquisitions, change of voting control, sale or transfer of any assets or business, amalgamations, consolidations, spin-offs, compromise with creditors, other similar or related actions, including any Liquidation Event;
- 3. Divestment of or sale of Assets of businesses, lease, license or exchange or pledge in any other way proposing to dispose any Assets or undertaking in excess of INR 1,00,00,000 (Rupees One Crore Only) on a cumulative basis, in any Financial Year or substantially all of the Assets or undertaking of the Company;
- 4. Amendment to the Memorandum and/or Articles;
- 5. Appointment / removal of any Key Managerial Personnel and Promoter 1 or change the terms of employment of any Key Managerial Personnel, including without limitation compensation and stock option plan and any change in the terms and conditions of their employment;



6. Creation (by reclassification or otherwise) and/or issuance of any new class or series of Securities for the purpose of including but not limited for raising further capital of the Company;
7. Determining whether or not to proceed with the Public Offer including the pricing, and place/stock exchange of an initial public offering by the Company or public offering of Securities in any manner permitted by applicable Law;
8. Any action that results in the redemption or buy-back of any Securities of the Company;
9. Any modifications to the capital structure of the Company, including issue of any new Securities, transfer of Securities, creation of options (including employees stock options) or warrants, issuance of convertible debt, reduction of share capital, bonuses, debt restructuring involving conversion into equity that involve issuance of Equity Shares;
10. Any contracts or dealings by the Company with its Promoters or its directors or with any other Related Party or new commitment (including by means of amending any existing contract with Related Party);
11. Expanding or instruction of new employee option pool, option grants, through issue of employee options or any similar instrument. Modification of existing or introduction of fresh schemes related to ESOP Plan;
12. Introduction, modification, adoption of the Business Plan;
13. Adoption of financial statements of the Company;
14. Formation of any subsidiary or entering into any joint venture, partnership or similar arrangement by the Company or any of its future subsidiaries, acquisition of other businesses;
15. Commencement of any new line of business other than as stated in the main objects clause of the Memorandum of the Company which is in effect as on the date hereof and the Business as stated in the Agreement;
16. Capital expenditures including any new investments, investments in new businesses and/or products, or acquisitions of Assets, construction or lease, any revenue sharing or hire purchase arrangements exceeding INR 1,00,00,000 (Rupees One Crore Only), over the agreed capital expenditures as per the Business Plan for each Financial Year on a cumulative basis;
17. Commencement or defence of any litigation which may be made or threatened by or against the Company or any Promoter or Affiliate of the aforementioned Persons;
18. Entering into any agreement, arrangement or transaction (whether written or otherwise) for purchase, sale, transfer, assignment, licensing, sub-licensing, franchising, consulting or assigning of Intellectual Property Rights of the Company including those relating to brands, copyrights, trademarks, patents and designs;
19. Occurrence of any Liquidation Event on the Company, its Group Companies or any of their future Affiliates;



20. Changes in the authorized number of Directors on the Board, the manner of appointment of Directors, or appointment of any Directors or the constitution of the Board or the number of nominee Directors to be appointed on the Board by the Promoters;
21. Transfer of Securities by any Shareholder (except the Investor) at any time;
22. Declaration and distribution of dividend or payment of any deemed dividends or approving other distributions on any Securities of the Company;
23. Authorizing any Indebtedness (including contingent liability or any new sanction of debt by way of sanction letter or otherwise) over the agreed limit of Indebtedness as per the Business Plan for each Financial Year or creation of any lien or charges on the Assets in connection therewith;
24. Appointment / change of the statutory or internal auditors of the Company including terms of appointment;
25. Changes to accounting or tax policies or practices (other than as required by applicable Law);
26. Formation of any committees of the Board;
27. Prepayment of any creditors (other than sundry creditors);
28. Appointment, removal, change of any independent Directors on the Board, the approval of or payment of any fee, compensation or other remuneration (in cash, in kind or otherwise) to any of the Directors in his capacity as Director of the Company;
29. Change of Control over the Company;
30. Utilization by the Company of its working capital and operating reserves in excess of 5% (five per cent) of the Business Plan;
31. Provision of loans to / from any of the Directors or their relatives;
32. Discontinue or cease to operate all or a part of its business or resolve to be wound up;
33. Conversion of the Company from a private company to a public company;
34. (a) Institution, contesting and/or settlement of any legal proceeding which are critical based on the assessment of the Investor, or (b) where the legal proceedings involves amount exceeding INR 10,00,000 (Rupees Ten Lakh Only), and (c) with respect to PNC Digital, Elbiz Systems, Jalgaon City Municipal Corporation, CromDx Solutions, Schneider Electric India Pvt Ltd and Tyco Fire & Security India Pvt Ltd if the Company proposes to write-off its Claim for an amounting exceeding INR 10,00,000 (Rupees Ten Lakh Only);
35. Not enter into, directly or indirectly, any letter of award or any other similar document / agreement with Software Technology Park of India, Bengaluru or enter into any other agreement or arrangement with Trigyn Technologies Limited (including with its Affiliates) or modify / renew / terminate the existing arrangement / agreement with Trigyn Technologies Limited (including with its Affiliates);



36. Execution, amendment and/or termination of the service agreements with the Step Down Subsidiaries;
37. Unless otherwise approved by the Investment Committee, amending or renewing or terminating Material Contracts with parties including, but not limited to, Infrasoft Technologies, Trigyn, Capricorn Identity Services, opening of escrow account with Trigyn;
38. Any modification of any provisions of any of the loan and financing documents, security documents, escrow documents and intimation of any occurrence of an event of default under such loan agreements;
39. Enter into or make any amendment to the terms and conditions of any provident fund, pension scheme or other benefit scheme, unless mandatorily required under Law;
40. Providing any loan or advance to any Related Party or any loan or advance that is not in the ordinary course of business;
41. Without prejudice of para 40 above, providing any loan or advance exceeding INR 1,00,00,000 (Rupees One Crore Only) to any Person;
42. Enter into any guarantee, indemnity or other agreement to secure any obligation of a third party or create or agree to create any Encumbrance over any of its Assets or undertaking; and
43. Any agreement or understanding to do any of the forgoing with respect to the Company or any of its Group Companies.



30. Utilization by the Company of its working capital and operating reserves in excess of 5% (five per cent) of the Business Plan;
31. Provision of loans to / from any of the Directors or their relatives;
32. Discontinue or cease to operate all or a part of its business or resolve to be wound up;
33. Conversion of the Company from a private company to a public company;
34. (a) Institution, contesting and/or settlement of any legal proceeding which are critical based on the assessment of the Investor, or (b) where the legal proceedings involves amount exceeding INR 10,00,000 (Rupees Ten Lakh Only), and (c) with respect to PNC Digital, Elbiz Systems, Jalgaon City Municipal Corporation, CromDx Solutions, Schneider Electric India Pvt Ltd and Tyco Fire & Security India Pvt Ltd if the Company proposes to write-off its Claim for an amounting exceeding INR 10,00,000 (Rupees Ten Lakh Only);
35. Not enter into, directly or indirectly, any letter of award or any other similar document / agreement with Software Technology Park of India, Bengaluru or enter into any other agreement or arrangement with Trigyn Technologies Limited (including with its Affiliates) or modify / renew / terminate the existing arrangement / agreement with Trigyn Technologies Limited (including with its Affiliates);
36. Execution, amendment and/or termination of the service agreements with the Step Down Subsidiaries;
37. Unless otherwise approved by the Investment Committee, amending or renewing or terminating Material Contracts with parties including, but not limited to, Infrasoft Technologies, Trigyn, Capricorn Identity Services, opening of escrow account with Trigyn;
38. Any modification of any provisions of any of the loan and financing documents, security documents, escrow documents and intimation of any occurrence of an event of default under such loan agreements;
39. Enter into or make any amendment to the terms and conditions of any provident fund, pension scheme or other benefit scheme, unless mandatorily required under Law;
40. Providing any loan or advance to any Related Party or any loan or advance that is not in the ordinary course of business;
41. Without prejudice of para 40 above, providing any loan or advance exceeding INR 1,00,00,000 (Rupees One Crore Only) to any Person;
42. Enter into any guarantee, indemnity or other agreement to secure any obligation of a third party or create or agree to create any Encumbrance over any of its Assets or undertaking; and
43. Any agreement or understanding to do any of the forgoing with respect to the Company or any of its Group Companies.



SCHEDE II: TERMS OF SUBSCRIPTION SHARES

The Subscription Shares and Additional Subscription Shares shall have the following characteristics, including certain rights vested in the holder thereof which are in addition to, and without prejudice to, the other rights of the holder thereof. Unless otherwise expressly mentioned in the Agreement, the terms, preferences, rights and privileges of such Securities shall rank senior and superior to any other Securities issued / proposed to be issued by the Company.

For the purpose of this **Schedule II**, unless otherwise specified or unless the context otherwise requires, the reference to the term Subscription Shares shall deem to mean and include the Additional Subscription Shares.

1. Equity Shares. The number of Equity Shares to be issued to the holder of the Subscription Shares upon conversion shall, subject to the other terms and conditions set forth in the Agreement, is set out in para 3 below.

2. Dividends.

(a) Subject to applicable Law, the holder of Subscription Shares shall be entitled, to receive a cumulative dividend rate of 0.01% (zero point zero one percent) in priority to holder of all other Securities.

(b) If the Company declares a dividend on Equity Shares at a rate, which is higher than the rate mentioned above in para 2(a) above, the holder of Subscription Shares shall be entitled to receive such higher rate of dividend on the Subscription Shares, in priority to holder of Equity Shares or other Securities.

(c) The dividend entitlement of the holder of Subscription Shares, shall be computed on a Fully Diluted Basis.

(d) The Company shall not declare and pay any dividend, unless dividend is paid in accordance with this para 2(a) on Subscription Shares.

(e) The Subscription Shares are cumulative preference shares. Accordingly, if dividend is not paid in any particular year, the dividend shall accumulate and in the year in which dividends are declared by the Company, all unpaid dividends must be first paid to the holder of Subscription Shares, before disbursement of dividends to any other Shareholders.

(f) In the event of winding up of the Company, subject to the applicable Law permitting, the holder of Subscription Shares shall carry a priority over other shareholders for payment of all unpaid dividends and par value of the Subscription Shares, from and out of the proceeds of winding up as more particularly provided in para 5.

3. Conversion.

(a) The holder of Subscription Shares shall have the right to convert any or all of the Subscription Shares as the case may be at its sole discretion and at any time within 10 (ten) years from the date of their issuance, into Equity Shares of the Company without any additional payment to the Company for such conversion, as per the terms hereof.



(b) At the end of the 10th (tenth) year from the date of issuance, the Subscription Shares which are not so converted shall stand automatically converted into Equity Shares of the Company as per the terms hereof. If mandated by applicable Law, Subscription Shares shall automatically convert to Equity Shares immediately prior to listing of the Company's Shares on any Stock Exchange as per the terms hereof.

(c) Unless otherwise mutually agreed by the holder of Subscription Shares and the Company, but subject to applicable Law, the Subscription Shares shall have a conversion ratio ("Conversion Ratio") into Equity Shares at the rate of 1:1.764706 (i.e. 1 Subscription Share will convert into 1.764706 Equity Shares). However, the aggregate voting rights of the Investor on the Investor' Shares shall not exceed 34.51%.

(d) Notwithstanding the above, if the Company is able to fulfil all of the following conditions, to the satisfaction of the holder of the Subscription Shares, then, the Conversion Ratio referred in para 3(d) above, shall change to 1:1:

(i) Mr. Piyush Somani, Dr. Rajeev Papneja, Ms. Komal Somani and Mr. Ranjit Metrani continues in their respective roles as Key Management Personnel of the Company till March 31, 2019;

(ii) The EBITDA of the Company based on the audited financial statements of the Company for the year ending March 31, 2019 is in excess of INR 33,00,00,000 (Rupees Thirty Three Crore Only); and

(iii) The number of servers in active use as on March 31, 2019 are in excess of 450

If the actual EBITDA, basis the audited financial statements of the Company for the year ended March 31, 2018, is less than 5% from the provisional EBITDA of INR 29,80,00,000 (Rupees Twenty Nine Crore Eighty Lakhs Only) or the actual Net Debt basis, the audited financial statements of the Company for the year ended March 31, 2018 is more than 5% from the provisional Net Debt of INR 74,90,00,000 (Rupees Seventy Four Crore Ninety Lakhs Only), then the EBITDA multiple of 7.4x shall be applied on the actual audited numbers and the conversion ratio referred herein shall be suitably adjusted to compute the Investor's aggregate shareholding in the Company, subjecting that the Investor' Shareholding on a Fully Diluted Basis shall not be less than 34.51% in any event.

EBITDA referred herein would mean earnings before interest, tax, depreciation and amortisation;

Net Debt referred herein would mean at any time the aggregate of the outstanding principal amount of any monies borrowed or due by the Company of whatsoever nature together with any unpaid interest thereon including the amounts due to creditors with deferred payment options and amount towards redemption of Preference Shares; as reduced by cash and bank balances of the Company, save and except the bank balance which are held with banks under a lien towards loan offered by a bank to the Company and/or bank guarantees issued by a bank in favour of the Company.

(e) Upon conversion of the Subscription Shares, no fractional Equity Shares shall be issued and allotted to the holder of Subscription Shares. In the event, there occurs a situation



where any fractional Equity Shares need to be issued to the holder of Subscription Shares upon exercise of conversion right or due to compulsory conversion, such fraction shall be rounded off to the nearest whole number.

(f) The Conversion Ratio for the Subscription Shares, in effect from time to time, shall be subject to adjustments as follows:

(i) In the event the outstanding Equity Shares shall be sub-divided by share split, share dividend, bonus or otherwise, into a greater number of Equity Shares, the Conversion Ratio shall, concurrently with the effectiveness of such subdivision, be proportionately increased (i.e. each Subscription Share shall be entitled to a greater number of Equity Shares). In the event the outstanding Equity Shares shall be combined or consolidated into a lesser number of Equity Shares, the Conversion Ratio shall, concurrently with the effectiveness of such combination or consolidation, be proportionately decreased (i.e. each Subscription Share shall be entitled to lesser number of Equity Shares).

(ii) In the event the Company makes, or fixes a record date for the determination of holder of Equity Shares entitled to receive, any distribution payable in property or in securities of the Company other than (a) for the adjustments pursuant to para 5 or para 6 of this Schedule; or (b) in connection with the dividend under para 2 (but without prejudice to the provisions thereof), then and in each such event, the holder of Subscription Shares on converting the Subscription Shares and shall receive, at the time of such distribution, the amount of property or the number of securities of the Company that they would have received had the Subscription Shares been converted into Equity Shares on the date of such event on an as if converted basis.

(iii) If the Equity Shares shall be changed into the same or a different number of Shares of any other class or classes of shares or other securities or property, whether by capital reorganization, reclassification or otherwise, then each Subscription Shares shall thereafter be convertible at the option of the holder into (a) such number of shares or other securities or property to which a holder of Equity Shares of the Company, deliverable upon conversion of such Subscription Shares, shall have been entitled, upon such reorganization, reclassification or other event; or (b) Equity Shares.

(g) The Promoters and the Company shall ensure that any adjustments to the Conversion Ratio shall at all times be subject to applicable Law.

(h) Subject to para 3, for the conversion of the Subscription Shares, the holder of Subscription Shares shall, at such time as per its sole discretion, give a notice of conversion ("Notice of Conversion") to the Company, specifying intention to convert the Subscription Shares held by it. Along with the Notice of Conversion, such holder of Subscription Shares shall either: (i) surrender the certificate or certificates evidencing its holding of the Subscription Shares, duly endorsed, at the office of the Company; or (ii) notify the Company that such certificates have been lost, stolen or destroyed and shall give written notice to the Company at such office that it elects to convert the same; or (iii) in case the Shares are in dematerialized form, transfer the Shares to the Company in accordance with the procedure laid down under applicable Law.



(i) The Company shall, within 30 (thirty) calendar days of issue of Notice of Conversion, issue and deliver to the holder of Subscription Shares, (xx) a certificate or certificates, duly executed and stamped; or (yy) in case the Shares are in dematerialized form, credit to the demat account of the holder, for the number of Equity Shares to which the holder shall be entitled as aforesaid, plus any declared and unpaid dividends on the converted Subscription Shares. The Company shall cause the register of members of the Company to be updated to effect the conversion as well as file such forms electronically with the relevant Governmental Authority. In the event of a compulsory conversion, all outstanding Subscription Shares shall be converted into Equity Shares, in accordance with applicable Law.

(j) The conversion of Subscription Shares shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the Subscription Shares to be converted, and the holder of Subscription Shares shall be treated as the holder of the Equity Shares on such date; provided, however, that if the conversion is in connection with a IPO of the Company's Shares, the Subscription Shares shall be converted into Equity Shares in accordance with applicable Law.

(k) Upon the occurrence of each adjustment or readjustment of the Conversion Ratio, as applicable, pursuant to this Schedule, the Company at its expense, shall immediately compute such adjustment or readjustment in accordance with the terms hereof and furnish to the holder of Subscription Shares, a certificate setting forth (i) such adjustment or readjustment; (ii) facts upon which such adjustment or readjustment is based; and, (iii) the number of Equity Shares and the amount, if any, or other property which at the time would be received by the holder of Subscription Shares upon the conversion of or a distribution for the Subscription Shares. The Company shall, upon the written request of a holder of Subscription Shares, furnish or cause to be furnished to such holder of Subscription Shares a certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Ratio at the time in effect, and (iii) the number of Equity Shares and the amount, if any, of other property which at the time would be received by such holder of Subscription Shares upon conversion of or a distribution for Subscription Shares.

4. Meeting and Voting rights. The holder of Subscription Shares shall be entitled to attend meetings of all Shareholders of the Company and will be entitled to vote on all matters on an as if converted basis; provided that, the cumulative voting rights on the Subscription Shares (including Additional Subscription Shares) shall not exceed 4.5%. Further, if the holder of Subscription Shares are unable to exercise their voting rights in a meeting of all Shareholders, the Promoters and other Shareholders holding Equity Shares shall vote in accordance with the instructions of the holder of such Subscription Shares at a general meeting or provide proxies without instructions, to the holder of such Subscription Shares for the purpose of a general meeting, equal to the percentage of Equity Shares in the Company that holder of such Subscription Shares would hold if they were to elect to convert the Subscription Shares into Equity Shares.

5. Liquidation Preference. Upon occurrence of Liquidation Event, the holders of Subscription Shares shall have a preference over the other Shareholders of the Company for return of capital as per the mechanism set out in Clause 11 of the Agreement.



6. Anti-Dilution Protection. The holder of Subscription Shares shall be provided anti-dilution protection in accordance with the mechanism set out in Clause 8 of the Agreement.

7. Reorganization, Reclassification. In case of any reconstruction or consolidation of the Company or any capital reorganization, reclassification or other change of outstanding Shares or the Company declares a distribution (other than dividend for cash) on its Equity Shares or the Company authorizes the granting to the holders of its Equity Shares rights or warrants to subscribe for or purchase any Equity Shares of any class or of any other rights or warrants; or upon occurrence of any other similar transaction (each, a “**Transaction**”):

(i) then the Company shall mail to holder of Subscription Shares, at holder's address as it appears on the books of the Company, as promptly as possible but in any event at least 15 (fifteen) days prior to the applicable date hereinafter specified, a notice stating the date on which a record is to be taken for the purpose of such dividend, distribution or granting of rights or warrants or, if a record is not to be taken, the date as of which the holders of Equity Shares on record will be entitled to such dividend, distribution or granting of rights or warrants are to be determined.

(ii) the Company shall execute and deliver to holder of Subscription Shares at least 15 (fifteen) Business Days prior to effecting such Transaction a certificate, signed by (i) the chief executive officer of the Company and (ii) the chief financial officer of the Company, stating that the holder of Subscription Share shall have the right to receive in such Transaction, in respect of each Subscription Share held by it on as if converted basis, a security identical to (and not less favourable than) those offered in respect of the Equity Shares in relation to that Transaction, and provision shall be made therefor in the agreement, if any, relating to such Transaction.

8. Variation. The terms of the Subscription Shares shall not be varied without the consent of holder thereof.

9. Transferability. The Company shall ensure that the Subscription Shares are freely transferable at all times and shall register the Transfer thereof whenever such Subscription Shares are sold by the holder thereof. The transferee of the Subscription Shares shall hold all such rights as are available to holder hereof with respect to its Subscription Shares in the Company, on a proportionate basis.

@ (Altered vide Special resolution passed by the members in the Extra-Ordinary General meeting held on 4th June, 2018)



THE COMPANIES ACT 2013
COMPANIES LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OR
ESDS SOFTWARE SOLUTION PRIVATE LIMITED

- i. The name of the Company is ESDS SOFTWARE SOLUTION PRIVATE LIMITED.
- ii. The Registered Office of the Company will be situated in the State of Maharashtra under the jurisdiction of the Registrar of Companies, Maharashtra, Mumbai.
- iii. The objects for which the company is established are:

A. THE MAIN OBJECTS OP THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To carry on in India and abroad business of development of all types of software and allied activities.
2. To provide online software services, on line technical support for web hosting companies, to manage web servers, to provide software services in the information and technology sector, to carry out Data Conversion of Books / C D's to Microsoft Word Documents or other word's format provided by the parties through the Hard Copies / CD's Web Down Loads on a regular basis and any other networking or marketing business in India and abroad.
3. To carry on the Business of sale, purchase and supply of IT and Non IT services, Purchase, sale and supply of hardware, collocation of servers, and setting up of IT & Non IT Infrastructure Services.

B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECT ARE:

4. To carry on the business of the commission agents, indenting agents, selling agents, buying agents or brokers for any person or organization for any territory in India or abroad to fulfillment of the company's objects.
5. To apply for licenses and concessions for or in relation to the objects or business herein mentioned or any of them and to Undertake, execute, carry out, dispose of or otherwise turn to account the time.

**Note – The members of the company in its Extra – Ordinary General Meeting held on 14th November 2016 adopted new set of Memorandum of Association and Altered object clause of Memorandum of Association.*



6. To carry on business of sale, purchase, any raw materials, patents, machines, equipments implements or things used or required for all types of business.
7. To carry on and engage in research and development in all kinds of Import and export activities, clauses of letters of credit, freight forwarding, customs clearance activities, accessories, light and heavy machinery, tools, fittings, prepare and cause to be prepared investigate and studies for all feasible reports, derailed reports, project reports, market studies, statistics and other relevant information for the establishment, management and operation of industry.
8. To acquire and undertake the whole or any part of the existing business, assets, liabilities of any person or firm or company carrying or engage in or about to carry on to engage in any business which the Company is authorised to carry on.
9. To enter into contract, agreement and arrangement with any other person, firm or company for carrying out by such other person, firm or company on behalf of the Company; of the objects for which, the Company is formed.
10. To borrow or secure the payment of money other than Public Deposit in such manner as the Company shall think fit and in particular by the issue of debenture, stocks, bonds, obligations, notes and securities of all kinds and to frame, constitute and secure the same as may seem expedient with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable and either redeemable or otherwise, and to share or secure the same by trust deeds, or otherwise, on the undertaking of Company or upon any specific property and rights, present and future of the Company.
11. To advance and lend money and assets of all kinds upon such terms as may be thought fit provided that the Company shall not carry on business of banking as defined by the Banking Regulation Act, 1949 and subject to the provisions of Section 58 -A and directives of Reserve Bank of India.
12. To provide consultancy services, training institute in the field of import / export / excise.
13. To become a member of other bodies of persons and associations including societies, clubs and companies whether formed for the profit or non-profit making activities.
14. To establish agencies, branches or appoint representatives in India and abroad for one or more of the objects of the company and to regulate and discontinue the same.
15. To purchase, to acquire, hold, construct, develop, build, purchase or otherwise acquire on leave, hire or rent or take on lease in exchange, hire or otherwise acquire any movable or immovable, property and any rights or privileges, which the Company may think necessary or convenient for the purpose of its business.



16. To acquire and undertake the whole or any part of the business, property or any liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on, possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith.
17. To amalgamate, enter into partnership or into any arrangement for sharing profits, co-operation, joint venture or reciprocal concession, or for limiting competition with any person or company carrying on or engaged in, or about to carry on, or engaged in, business or transaction which the Company is authorised to carry on or engage in, or which can be carried on in conjunction therewith.
18. To sell, improve, manage, develop, exchange, lease, mortgage, and dispose off turn to account or otherwise, deal with all or any part or parts of property and rights of the Company.
19. To vest any movable or Immovable property, rights or interest acquired, received or belonging to the company in any person or persons or company on behalf of or for the benefit of the company and with or without any declared trust in favour of the company.
20. To invest and deal, with money and other assets of the Company, not immediately required, in any manner.
21. To lend and advance money or give credit to such persons, companies, corporations or firms and on such terms as may seem expedient and in particular, to customers and others having dealings with the company and to release or discharge any debt or obligation owing to the company.
22. To guarantee, counter guarantees, third party guarantees or to stand surety for the payment of money secured or unsecured, obtained by the company or by any third party from the banks financial institutions, mutual funds, Government bodies, corporations, companies, firms, individuals or other entities on commission or otherwise and to pay or receive for the money so guaranteed.
23. To guarantee the performance of any contract or obligation of any company, firm or person and to guarantee the payment and repayment of the capital and principal of, and dividend, interest or premium payable on any stock, shares or securities, debentures, debenture-stock, mortgages, loan or other securities, issued by any company, corporation, firm or person including (without prejudice to the said generally) bank overdrafts, bills of exchange and promissory notes and generally to give guarantees and indemnities.
 - i. To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments.
 - ii. To promote or cause in promoting any other company having similar objects or the purpose of acquiring all or any of the properties and liabilities of this Company



or for any other purpose which may seem directly or indirectly calculated to advance the objects of the Company or the interest of the members.

24. To open and keep a register or registers in any countries where it may be deemed advisable to do so and to allocate any number of shares in the Company to such register or registers.
25. To draw, make, accept, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, documents and other negotiable or transferable instruments.
26. To grant rights or privileges in respect of, or otherwise deal all or any part of the property and rights of the Company.
27. To receive from any person or persons whether member or members, Director or Directors, employee or employees of the Company or otherwise, or from any corporate body money or securities on deposit at interest or otherwise and to lend money, and in particular to customers, employees, agents and other persons having dealing with the Company, but not to carry out the business of banking as defined under Banking Regulation Act 1999.
28. To carry on business or branch of a business which this company is authorised to carry on by means or through the agency of any subsidiary company or companies and to enter into any arrangement with such subsidiary company for taking the profits and sharing the losses of any business or branch so carried on or for financing any such subsidiary company or guaranteeing its liabilities or to make any other arrangement which may seem desirable with reference to any business or branch and to appoint directors or managers of any subsidiary company or of any other company in which this company is or may be interested and take part in the management, supervision and control of the business operation of any company or undertaking and for the purpose mentioned herein to appoint and remunerate any directors, trustees, accountants or other experts or agents.
29. To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing, the placing of any of the shares in the company's capital, or any debentures, debenture-stock or other securities of the company or in or about the formation or promotion of the company or the conduct of its business.
30. To subscribe or guarantee or loan or donate money for any national, charitable, public object.
31. To establish, provide maintain and conduct or otherwise subsidies research laboratories and experimental workshops for scientific and technical research and experiments: to undertake and carry on scientific and technical researchers, experiments and tests of all kinds: to promote studies and research; both scientific and technical, investigations



and inventions by providing subsidizing endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the remuneration of scientific or technical professors or teachers and by providing or contributing to the award of scholarship grants to students or otherwise, and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to Assist any business which the company is authorised to carry on.

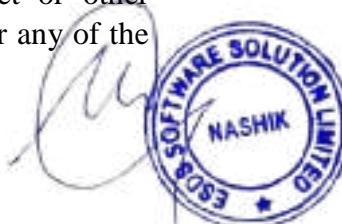
32. To open an account or accounts with any individual, firm or company or with any bank / or bankers In India or abroad to pay into and to withdraw money from such account or accounts whether they be in credit or otherwise.
33. To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
34. To hold all or any of the things and the matters aforesaid in any part of India and abroad and as principals, agents, contractors, trustees or otherwise, and by or through trustee, agents or otherwise and either along or in conjunction with others
35. To place, to reserve or to distribute as bonus shares among the members, or otherwise to apply, as the company may from time to time thinks fit.
36. To amalgamate with any company or companies having similar objects.
37. To aid pecuniary or otherwise, any association, body or movement having for any object any solution, settlement or surmounting of industrial or labour problems of the promotion of industry or trade.
38. To accept payment for any property or rights sold or otherwise dispose of or dealt with the company either in cash or by installment or otherwise or in fully or partly paid up shares of any company or corporation with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or in debentures, debenture stock or other security of any company or corporation or partly in one mode and partly in another and generally on such terms as the Company may adopt
39. (a) To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare of, or the uplift of the public in any rural area and to incur an expenditure on any programme of rural development to assist execution and promotion therefore either directly or through an independent agency or any other manner. Without prejudice to the generality of the foregoing, "programme for rural development" shall also include any programme for promoting the social and economic welfare of or the uplift of the public in any rural area which the Directors consider it likely to promote and assist rural development and that the words "rural area shall include such areas as may be regarded as rural areas under Section 33 CC of the Income Tax Act, 1961 or any other law relating to rural development for the time being in force or as may be regarded by the Directors or rural



areas and at their discretion, in order to implement, any of the above mentioned objects or purposes, transfer without consideration or at such fair or concessions value as think fit and subject to the provisions of the Act divert the ownership of any property of the Company to / or in favour of any public or local body or authority or central or state government or any public institutions or trusts or funds.

(b) To undertake, carry out, promote and, sponsor or assist any activity for the promotion and growth of national economy and for discharging what may be consider to be social and moral responsibilities of the Company to the public or any section of the public as also any activity which consider likely to promote national welfare or social, economic or moral uplift of the public or any section of the public and by such means may think fit, and may without prejudice to the generality the foregoing, undertake, carry out, promote and sponsor any activity for publishing of any books, literature, newspapers or for organizing lectures or seminars likely to advance these objects or for giving merit awards, for giving scholarships, loans or any other assistance, to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for 'establishing, conducting or assisting any institutions, funds, trusts having any one of the aforesaid trusts etc.. having any one of the aforesaid objects as one of its objects by giving donations or otherwise in any other manner, and may at their discretion, in order to implement any of the above mentioned objects or purposes, transfer without consideration or at such fair or concessional value as may think fit and subject to the provisions of the Act, divest to the provisions of the Act, divest the ownership of any property of the Company to or in favour of any public or local body or authority or central or state government or any public institution or trusts or funds as the Directors may approve.

40. To enter into all sorts of internal and / or external foreign collaborations, technical assistance, financial or commercial arrangements, including the export market survey, study of market conditions, to set up and operate Tele Marketing Offices or Call Centers for various products and systems in India and abroad for fulfillment of any object or objects herein contained.
41. In India or abroad to purchase, take on lease in exchange, hire or otherwise acquire any movable or immovable property rights and privileges, which the company may think necessary or convenient for the purpose of its business.
42. To accept donations, gifts, bequests of any movable or immovable property or any rights or interests therein from members or others.
43. To distribute amongst the members in specie any property of the company subject to the provisions of the Companies Act 1956, in the event of Winding Up.
44. To apply for purchase or otherwise acquire and protect renew patents, patent rights, inventions, trademarks designs, licenses, concessions, and the like conferring any exclusive or non-exclusive or limited rights to their use or any secret or other information as to any invention which may seem capable of being used for any of the



purpose of the company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, right information so acquired and to expend money in experimenting upon testing or improving any such patents, inventions or rights.

45. To apply for, promote and obtain any act of legislature, charter, privilege, concession, license or authorization of any Government, State or other authority for enabling the company to carry on any of its objects into effect or for extending any of the powers of the Company for extending any of the powers of the company for effecting any modification of the constitution of the company or for any other purpose which may seem expedient and to oppose any proceeding or applications which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interest of the company.
46. To enter into any arrangements with any Government / s or authorities or any person or company that, may seem conducive to the objects of the company or any of them, and to obtain from any such Government / s, authority, person / s, or company any rights, privileges, charters, contracts, licenses and concessions which the company may think it desirable to obtain and to carry out and exercise and comply therewith.
47. To pay out of the fund of the company all expenses which the company be lawfully liable to pay with respect to the formation and registration of the company or the issue of its capital including brokerage and commissions, for obtaining applications or taking, placing or undertaking or procuring the underwriting of shares, debentures or other securities of the company.
48. To pay for any rights or property acquired by the company and to remunerate any person or company whether by cash payment or by the allotment of shares, debentures or other securities of the company credited as paid up in full or in part or otherwise.
49. To procure the company to be recognized in or under the law of any place outside India.
50. To lend money with or without security and to make advances or to act as agents, for any of the aforesaid purposes, so however that the company shall not carry on the business of Banking as defined under the Banking Regulation Act, 1949.
51. To establish or promote or concur In establishing or promoting any companies or company for the purpose of acquiring all or any of the property, rights and liabilities of the company and to place or guarantee the placing of, underwrite, subscribe for or, otherwise acquire all or any part of the shares, debentures or other securities of any such other company.
52. To act as agents or brokers or as trustee for any person or company and to undertake and perform sub-contracts and to do the above things in India and abroad either as



principal agents, trustees, contractors, or otherwise and either alone or jointly with other and either by or through agents or contractors, trustees or otherwise.

C. OTHER OBJECTS.

53. To provide information and guidance on governmental policies and regulations and to assist in obtaining various consents, approvals from Government or other authorities or agencies from Government or other authorities or agencies which may be required for establishing an undertaking or its diversification, expansion.
54. To acquire, trade, lease or let, sophisticated office machineries such as computers, tabulators, equipments, addressing machines and other office equipment's and leasing or lending such equipment for providing services of these machines to various clients.
55. To carry on the business as Consultant, advisor, marketers for general mercantile.
56. To carry on, business as merchants, traders, commission agents, burring and selling agents, brokers, buyers, sellers, importers, exporters, dealers, collectors, manufacturers, or otherwise trade and deal in goods produce articles and merchandise of any kind whatsoever.
57. Trading of typewriters, calculating machines, sewing and printing machines, air-conditioning equipment, air conditioners, refrigerators, coolers, ice-cream manufacturing machinery and to maintain air-conditioned godwns for storage of goods.
58. To carry on all or any type of business such as buyers, sellers, suppliers, traders, merchants, importers, exporters, distributors, hire purchases dealers, brokers, sub-brokers, stockiest, commission agent, and dealers of all and any kind of supply engineering and electronics goods, walls, pipe, plastics and plastic products rubber and rubber products, agricultural products, dairy products, fruits, food articles, metals, consumer goods, house-hold goods, hardware and stores, commercial natural and manmade fiber, textile and readymade garments, Indian handicrafts painting, cements, chemicals, iron and steel, drugs, building material, glass and glass products, paper and paper products, handicraft articles, gift articles, movable or immovable properties of all types wire and wire products, insulating, all types of electrical goods, all types of automobile, machinery and their parts, industrial components, plastics and electronics parts and devices, precious stones, jewellery , ornaments and plantation of crops such as tea coffee and forest products.
59. To establish and carry on business in plant equipments, machinery and their accessories as engineers, fabricators, manufacturers or and / or deal as sellers and buyers or suppliers, contractors or commission agents, erectors, project engineers, importers, exporters or otherwise howsoever, in the line of steel and other metal



products and their accessories and components required in production or assembly thereof.

60. To carry on the business of fabricators of and dealers in machinery, machine tools, implements, engineering products, machinery spares and components of all types and in particular to manufacture, produce, repair, alter, covert, recondition, prepare for sale, buy, sell, hire, import, export, let out on hire, trade and deal in machine tools and implements, other machinery, plant equipment, article, apparatus, appliances, component part, accessories, fittings and things in any stage or degree of manufacture, process or refinement.
61. To carry on the business of equipments and machineries and laboratory equipment required in and for the manufacturers of acids, solvents, organic heavy and inorganic heavy chemicals, fine chemicals, including photographic chemicals, dyes, textile auxiliaries, paints, varnishes, thinners, pesticides, pesticide formulations, pharmaceuticals, pharmaceutical formulations, petrochemicals and or intermediate finished or otherwise.
62. To act as trustees, executors, administrators, attorneys, nominees and agents and to undertake and execute trusts of all kinds and (subject to compliance of any statutory condition) to exercise all the powers of custodians, trustees and trusts corporations.
63. To procure or develop and supply technical know-how for the manufacturer or processing of goods, materials, or in the installation or erection of machinery or plant for such manufacture or processing or in the working of the mines, oil wells, other sources or mineral deposits, or in carrying out any operation relating to agriculture, dairy, poultry farming, forestry, or rendering services in connection with provision of such technical know-how.
64. To carry on the profession of consultants or management, taxation, financial, employment, engineering, industrial and technical matters to industry and business and to act as employment agents, to carry on the business of printing and publishing books, magazines, journals and newspapers and to act as agents in connection therewith.
65. To undertake or arrange the writing and publication of books magazines, journals or pamphlets on subjects relating to trade, commerce, industry, agriculture, banking, insurance, investment, taxation, finance, economics, law and other subjects.
66. To acquire or set up and run schools, colleges, training and professional institutions and music and dance centers.
67. To provide services, advice and facilities of every description capable of being provided by share & stock brokers and for that purpose to apply and obtain membership of any recognized stock exchange, National Stock Exchange, Over the Counter Exchange of India or any other institution established for the purpose of



dealing in shares, securities and other financial instruments subject to necessary Governmental approval.

68. Subject to the Reserve Bank of India guidelines / directions / permissions / licenses and any other restrictions imposed by government from time to time to act as money changers and to buy, sell, exchange, hold and deal in any currency guaranteed by the government of any nation in the world.

IV) The liability of the members is limited.

V. a) The Authorised Share Capital of the Company is Memorandum of Association V. Share Capital of the Company is Rs.43,50,00,000/- (Rupees Fourty Three Crore Fifty Lakhs only) divided into 1,99,85,000 (One Crore Ninety Nine Lakhs Eighty Five Thousand) Equity Shares of INR 10 (Rupees Ten Only) each aggregating to 19,98,50,000/- (Ninteen Crore Ninety Eight Lakh Fifty Thousand Only) and 0.01% 23,51,500 (Twenty Three Lakh Fifty One Thousand Five Hundred) Compulsory Convertible Cumulative Preference Shares of Rs.100/- each aggregating to 23,51,50,000/- (Twenty Three Crore Fifty One Lakh Fifty Thousand Only)."

b) Minimum paid up capital of the company shall be Rs. 1,00,000/- (Rupees One Lakh Only).

**Note – The members of the company in its Extra – Ordinary General Meeting held on 04/06/2018 adopted new set of Memorandum of Association and Altered Capital Clause of Memorandum of Association.*



We the several persons, whose names and Addresses are hereunder subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the company set opposite to our respective names:

Sr.	Names Descriptions and occupation of subscribers	Addresses, Number of and type of subscribed shares	Signature of the Subscribers	Signature o Witness/s with Name/s, Address/s, Descriptions/s and occupations/s.
1.	Mr. Somani Piyush Prakashchandra S/o. Somani Prakashchandra Omkardas Age :- Occupation :- Business R/o. 10, Archana Apartment, Lokmanya Nagar, Nashik-Road, Pin :- 422101.	5000 (Five Thousand Equity shares of Rs. 10/- Each)	P.	Witness for 1 & 2 Sign :- ARB
2.	Mrs. Somani Sarla Prakashchandra W/o. Somani Prakashchandra Omkardas Age :- Occupation :- Business R/o. 10, Archana Appt. - Lokmanya Nagar, Nashik Road. Pin :- 422101.	5000 (Five Thousand Equity shares of Rs. 10/- Each).	Son Sarala Somani Office :- 1, Sumangal Plaza, HDFC Cross Roads, Canada . Cotner, Nashik - 422005.	Archana Ratnakar Bhure Ratnakar Dattatraya Bhure Age :- 37
TOTAL :-		10,000 (Ten Thousand only)		

Place : Nashik

Date : 08/08/2005.





प्रारम्भ. आई. आर.

Form L.R.

नियमन तथा प्रभाला-पत्र

CERTIFICATE OF INCORPORATION

U 72200 MH 2005 PTC 155433

ता, _____ की, सं, _____

No. _____ of Date _____

मैं एतद्वारा प्रगाहित करता हूँ कि आज —————

कल्पनी अधिनियम (1950 ला, सं. १) के अधीन नियमित ली गई है और कल्पनी परिसीमित है।

ESDS SOFTWARE SOLUTION PRIVATE

I hereby certify that

LIMITED

is this day incorporated under the Companies Ad. 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज ता, _____ को दिया गया ।

Came under my hand the MUMBAI this EIGHTEENTH

AUGUST FIVE
day of Two Thousand

(V-A. VIJAYAN MENON)

कर्मसमिका का पंजीकरण
Registrar of Companies
Mumbai - 440001





महाराष्ट्र दुकाने व आस्थापना (नोकरीचे व सेवाशर्तीचे विनियम) अधिनियम, २०१७

नमुना "ब"
(नियम १० पहा)



२१२०६००३१५८६९३३०

१.	नोंदणी क्रमांक	:	२१२०६००३१५८६९३३०
२.	आस्थापनेचे नाव	:	इएसडीएस सॉफ्टवेअर सोलूशन लिमिटेड
३.	सदरचे नोंदणी प्रमाणपत्र अर्जदाराने ऑनलाईनव्हरे अर्जसोबत सादर केलेल्या (अपलोड) स्वयं-प्रमाणित दस्तऐवजाच्या प्रती व स्वयं-घोषणापत्राच्या आधारे आणि अर्जामध्ये सविस्तर नमूद केलेल्या माहितीची आणि आस्थापनेच्या व्यवसायाची व आस्थापनेच्या जागेची प्रत्यक्ष पडताळणी न करता देण्यात आले आहे. सदरचे प्रमाणपत्र हे केवळ नोंदणी प्रमाणपत्र आहे व सदर नोंदणी प्रमाणपत्र कोणत्याही प्रकारे मालमत्ता हवक किंवा मालमत्तेचा मालकी हवक धारण करण्याचा अधिकार देत नाही. सदर नोंदणी प्रमाणपत्र नोंदणीचा कालावधी समाप्तीच्या तीस दिवस अगोदर नूतनीकरण करणे आवश्यक राहील.		
४.	व्यवसाय सुरु करण्यात आल्याचा दिनांक	:	२०-०५-२००५
५.	नोंदणी प्रमाणपत्राचा कालावधी	:	०
६.	मालकाचे नाव	:	पियुष प्रकाशचंद्र सोमाणी
७.	व्यवसायाचे स्वरूप	:	आइटी आणि आईटीईएस / IT & ITES
८.	आस्थापनेचा पत्ता	:	प्लाट नं बी-२४,२५, नाईस इंडस्ट्रिअल एरिया , सातपूर एमआयडीसी एरिया , नाशिक, नाशिक, नाशिक, ४२२००७

९. मनुष्यबळ / कामगारांचा तपशील

	पुरुष	स्त्री	इतर	एकुण
कामगारांची संख्या	८९०	९०	०	९८०
शिकाऊ उमेदवार अधिनियम, १९६१ (१९६१ चा ५२) अन्वये शिकाऊ उमेदवारांची संख्या	०	०	०	०
कंत्राटी कामगारांची संख्या	०	०	०	०
अंशकालिक कामगारांची संख्या	०	०	०	०
एकूण	८९०	९०	०	९८०

याद्वारे प्रमाणित करण्यात येते की, उक्त आस्थापना महाराष्ट्र दुकाने व आस्थापना (नोकरीचे व सेवाशर्तीचे विनियम) अधिनियम, २०१७ (महाराष्ट्र २०१७ चा ६१) अन्वये आज दिनांक रोजी **आस्थापना म्हणून नोंदविण्यात आलेली आहे.**

दिनांक :

ठिकाण : Nashik

Signature valid



सुविधाकाराचे नाव व स्वाक्षरी

कार्यालयाचा पत्ता : Office of the Deputy Commissioner of Labour, Nashik Address- Udyog Bhavan, 8th Floor, Near ITI Signal, Satpur, Nashik - ४२२००७

वैधता संपण्याचा दिनांक	अर्जाचा आय.डी. क्रमांक	प्रदान केलेले सेवा मूल्य (रुपये)
१०/०८/२०२३	१०००५७१२२१०५	२३.६०
अनुक्रमांक	संचालकांची नावे	संचालकांचा पत्ता
१	कोमल पियुष सोमाणी	फ्लॅट नं १००४ बी विंग क्राबी सम्प्राट ट्रोपिकानो गंगापूर रोड आनंदवाली सिरीन मेडोस नाशिक ४२२०१३
२	पियुष प्रकाशचंद्र सोमाणी	फ्लॅट नं १००४ बी विंग क्राबी सम्प्राट ट्रोपिकानो गंगापूर रोड आनंदवाली सिरीन मेडोस नाशिक ४२२०१३
बदल		दिनांक
Name of the Establishment		०६/१२/२०२१

For Verification or to check the authenticity of the Certificate/Receipt visit to <https://aaplesarkar.mahaonline.gov.in>
प्रमाणपत्र किंवा पावतीची सत्यतेची/ पडताळणी करण्यासाठी <https://aaplesarkar.mahaonline.gov.in> येथे भेट दया.

"बालकामगार कामावर ठेवणे गुन्हा आहे"





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Corporate Identity Number:

IN THE MATTER OF



Registrar of Companies

Mailing Address as per record available in Registrar of Companies office:





Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number : 27AABCE4981A1ZV

1.	Legal Name	ESDS SOFTWARE SOLUTION LIMITED			
2.	Trade Name, if any	ESDS SOFTWARE SOLUTION LIMITED			
3.	Additional trade names, if any				
4.	Constitution of Business	Public Limited Company			
5.	Address of Principal Place of Business	Building No./Flat No.: PLOT NO. B-24/25 Name Of Premises/Building: ESDS SOFTWARE SOLUTION LIMITED Road/Street: NICE AREA City/Town/Village: MIDC SATPUR District: Nashik State: Maharashtra PIN Code: 422007			
6.	Date of Liability	01/07/2017			
7.	Date of Validity	From	01/07/2017	To	Not Applicable
8.	Type of Registration	Regular			
9.	Particulars of Approving	Maharashtra Goods and Services Tax Act, 2017			

Signature

Name	LALIT SUKDEV PAWAR
Designation	Deputy Commissioner of State Tax
Jurisdictional Office	AMBAD_506
Date of issue of Certificate	22/01/2025

Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 22/01/2025 by the jurisdictional authority.





Goods and Services Tax Identification Number: 27AABCE4981A1ZV

Details of Additional Place of Business(s)

Legal Name ESDS SOFTWARE SOLUTION LIMITED

Trade Name, if any ESDS SOFTWARE SOLUTION LIMITED

Additional trade names, if any

Total Number of Additional Places of Business(s) in the State 1

- 1 2, 201, 202, A & B Wing, Reliable Tech Park, Thane - Belapur Road, Siesta Steel Construction, Airoli, Navi Mumbai, Thane, Maharashtra, 400708



**Goods and Services Tax Identification Number: 27AABCE4981A1ZV****Legal Name** ESDS SOFTWARE SOLUTION LIMITED**Trade Name, if any** ESDS SOFTWARE SOLUTION LIMITED**Additional trade names, if any****Details of Managing / Whole-time Directors and Key Managerial Persons**

1	Name	PIYUSH PRAKASHCHANDRA SOMANI
	Designation/Status	DIRECTOR
	Resident of State	Maharashtra
2	Name	SARLA PRAKASHCHANDRA SOMANI
	Designation/Status	DIRECTOR
	Resident of State	Maharashtra



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड

Permanent Account Number Card

AABCE4981A

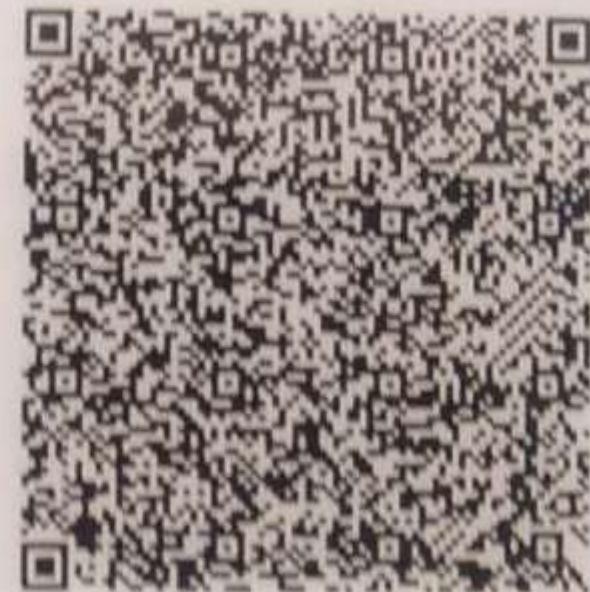
नाम / Name

ESDS SOFTWARE SOLUTION LIMITED

निगमन/गठन की तारीख

Date of Incorporation/Forma

18/08/2005



09082021


ESDS SOFTWARE SOLUTION LIMITED * NASHIK



EMPLOYEES' PROVIDENT FUND ORGANISATION

(A statutory Body under the Ministry of Labour and Employment, Government of India)

www.epfindia.gov.in

PROVIDENT FUND CODE NUMBER INTIMATION LETTER

No : 1948756221NSK

Date : 06/03/2015

To,

PIYUSH P SOMANI
MD AND CEO
ESDS SOFTWARE SOLUTION PRIVATE LIMITED
PLOT NO B-24/25, NICE AREA MIDC SATPUR
NASHIK NASHIK
MAHARASHTRA - 422007

Sub: Allotment of Code Number to establishment M/s ESDS SOFTWARE SOLUTION PRIVATE LIMITED under Employees' Provident Fund and Miscellaneous Provisions Act, 1952-regarding.

Sir/Madam ,

Based on the information submitted online by you, your establishment is registered with Employees' Provident Fund Organisation with the following code number :

Code Number : KDNSK0053535000

This code number is allotted based on the following declarations by you:

- | | | | | | | |
|--|---|-----------------------------------|---|---|---|--|
| 1. Name of Establishment | : ESDS SOFTWARE SOLUTION PRIVATE LIMITED | | | | | |
| 2. PAN of Establishment | : AABCE4981A | | | | | |
| 3. Date on which employment strength crossed 19 | : - | | | | | |
| 4. Section under which covered | : 0001(3)(b) | | | | | |
| 5. Primary Activity | : EXPERT SERVICES | | | | | |
| 6. Ownership Type | : PRIVATE LIMITED COMPANIES | | | | | |
| 7. The address proof of the establishment is | :
<table border="1"><tr><td>- Copy of bank passbook/statement</td></tr><tr><td>- Copy of post paid telephone bill of any company</td></tr><tr><td>- Copy of power connection in the name of the establishment</td></tr><tr><td>- Copy of water connection in the name of the establishment</td></tr><tr><td>- Any license/certificate/number issued by any Govt. authority</td></tr></table> | - Copy of bank passbook/statement | - Copy of post paid telephone bill of any company | - Copy of power connection in the name of the establishment | - Copy of water connection in the name of the establishment | - Any license/certificate/number issued by any Govt. authority |
| - Copy of bank passbook/statement | | | | | | |
| - Copy of post paid telephone bill of any company | | | | | | |
| - Copy of power connection in the name of the establishment | | | | | | |
| - Copy of water connection in the name of the establishment | | | | | | |
| - Any license/certificate/number issued by any Govt. authority | | | | | | |



8. The proof of date of set up 18/08/2005 is 0

9. As at the time of application, your establishment is having the following licenses and registrations:

10. As on date of your application, your establishment is registered with ESIC having Code 36000147930000999.

11. As on date of your application, your establishment is not having LIN.

SUB REGIONAL OFFICE

NASIK

PLOT NO B-24/25, NICE AREA MIDC SATPUR 422007

akshay.joshi@esds.co.in

Please note that this intimation letter is generated with the Owners' Details in Form 5A and the intimated letter will be valid only if the Form 5A is enclosed.

Important information:

1. By virtue of this registration, you are required to comply with the provision of the EPF & MP Act 1952. The obligations/duties/responsibilities cast upon you as an employer of this establishment and penalties, on account of non-compliance with the same, are explained on our website www.epfindia.gov.in. You are required to go through them carefully.

2. Remittance of dues under the provisions of the Act is to be made only through a Challan generated through the Unified portal. (The process for registration on the portal, preparation of the ECR txt file and related information is available on the website and the portal).

3. In case this letter is produced as a proof of the code number of the establishment, before any person including any Inspector from EPFO, the Form 5A generated through the portal at the time of registration should be a part of this letter. The remittance details of the establishment will be available on the EPFO website through the link "Establishment Search" where all payments from December 2016 onwards with the names of employees are available.

4. Please quote the Code Number KDNSK1149489000 for all the future correspondence with EPFO.

This is a system generated letter and needs no signature.

Employees' Provident Fund Organisation

Dated: 06/03/2015

Application Number : 1948756221

Code Number : KDNSK0053535000





ESIC

Employees' State Insurance Corporation

User Login: 36000147930000999

Insurance

Monday, October 28, 2024
11:41:17 AM

[Registration](#) > Sub Unit Registration

[Address Details](#)

[Other Details](#)

Registration of New Sub Unit - Form 01S				* Required Fields
Type of Office for which Sub Code is Required:*	---Please Select---			
Region under which the Subunit is located:*	---Please Select---			
Code No. allotted to the Main Unit:*	36000147930000999			
Details of the Main Unit of Factory/Establishment				
Name of the Main Unit of Fact/Estt:	ESDS SOFTWARE SOLUTION LIMITED			
Address :	Plot No. B-24/25	State:	Maharashtra	
	NICE Area, MIDC Satpur	District:	Nashik	
	Nashik	Pin Code:	422007	
Phone No:	422007 - 23530074	Mobile No:	91 - 9923602873	
Fax No:	022 - 66459726	Email:	rakhi.pardeshi@esds.co.in	
Name of the Regional/Sub Regional Office from where Code No. Allotted to the Main Unit:	BO - SATPUR			
Does an office exist in the area where sub unit code is being requested?*	<input checked="" type="radio"/> No <input type="radio"/> Yes			

[Reset](#)

[Close](#)

[Next](#)



ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B- 24 & 25, NICE Industrial Area,
Satpur MIDC Rd, Nashik, Maharashtra 422007
Toll Free: 1800 209 9006 | Email: getintouch@esds.co.in



BANK MANDATE FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REALTIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

DETAILS OF BANK ACCOUNT HOLDER:

Name of the Account Holder	ESDS Software Solution Limited
Complete Address	Plot No. B- 24 & 25, NICE Industrial Area Satpur, MIDC, Nashik, Maharashtra 422007
Telephone Number/Email ID	Phone: 0253 663 6500 / +91 9370901077 Email ID : accounts@esds.co.in

BANK ACCOUNT DETAILS:

Bank Name	Axis Bank Limited
Bank Account Number	9180 3010 9668 405 -
IFSC Code	UTIB0001636
SWIFT Code	AXISINBBA07
Type of Bank Account	Cash Credit
Bank Branch Address	214, 215 City Mall, 2nd Floor, Plot No 1, Ganesh Khind (University) Road, Pune 411 007
MIRC Code Bank	411211027

We are hereby certified that the above-mentioned details are correct as per our record.
Signature verified without bearing any
Responsibility on the part of the Bank
or its officials.

For ESDS Software Solution Limited ESDS Software Solution Limited

Managing Director

सौ. संराज शोभानी

Director

AXIS BANK LTD.
MAHATMA NAGAR BRANCH

Authorised Signatory

Date: 09/02/2022

Bank's Authorized Signature

Signature verified without bearing any
Responsibility on the part of the Bank
or its officials.

AXIS BANK LTD.
MAHATMA NAGAR BRANCH

Authorised Signatory



CIN: U72200MH2005PLC155433

SAP® Certified
in Cloud and Analytics Operations

SAP® Certified
in Analytics Operations

MeitY
Empowered CSE

TIA
TM-145-5

WCA
WCA 983





ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B- 24 & 25, NICE Industrial Area,
Satpur MIDC Rd, Nashik, Maharashtra 422007.

Toll Free: 1800 209 3006 | **Email:** getintouch@esds.co.in



Declaration for EMD Deposit

Ref: ESDS/NCSM/US/TC-1/2025-26

Dt: 25/7/2025

To
 Sr. Controller of Stores & Purchase
 National Council of Science Museums
 (Ministry of Culture, Govt.of India)
 33, Block GN, Sec V, Bidhannagar
 Kolkata – 700091

Sub: Declaration for EMD Deposit

Tender No: I-18012/2/25(90)

Name of the work: Development of a New Portal for SPoCS and MGA (Design, Development, Implementation with Maintenance and STQC (Standardization Testing and Quality Certification). The portal should deploy online application, processing and monitoring functions of SPoCS & MGS with 4 years of maintenance period beyond 1-year warranty

Dear Sir,

The details of the EMD as below:

EMD Detail:

Description	Details
Tender No.	I-18012/2/25(90)
Vendor Name	ESDS Software Solution Limited
UTR Details	NEFT/AXISP00693650560/2507202501/NATIONAL COUNCIL O/IOBA0001642
Amount:	Rs. 6,00,000/-
Date of Transfer	25-07-2025
Transferor Bank:	Axis Bank

For ESDS Software Solutions Ltd.



Name: Mr. Utpal Saha

Designation: Director – Sales

Company Name: ESDS Software Solutions Ltd.

Address: Plot No. B-24 & 25, NICE Industrial Area, Satpur MIDC, Nashik

Mobile No.: +91 98366 33618

Email ID: utpal.saha@esds.co.in



CERTIFICATE OF INCORPORATION NO U72200MH2006PLC155433





ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B-24 &25, NICE Industrial Area,
Satpur MIDC Road, Nashik, Maharashtra - 422 007.
Toll Free: 1800 209 3006 | Email: getintouch@esds.co.in



Annexure-I

EXPERIENCE IN DEVELOPMENT OF WEBSITES AND PORTAL IN THE LAST 5 YEARS

Bidder Criteria

Sl. No	Criteria	Documents Required	Yes / No	Attached Certificates
1	Project Experience: The bidder should have successfully designed, developed, and hosted at least 7 websites/web portals for any Government organization/ Institute (5 different Government Clients)	Work Order and Certificate of completion of the work for clients/ Client satisfaction certificates	Yes	Work Order & Completion Certificate Enclosed Page No-124-198
2	Years of Experience: The bidder should have at least 5 years of continuous experience of successfully designing, developing and hosting websites/web portals for any Government organization/ Institute	Work Order and Certificate of completion of the work for clients/ Client satisfaction certificates for each year of experience	Yes	Work Order & Completion Certificate Enclosed Page No- 199-228
3	STQC Certification Experience: The bidder should have Experience in conducting STQC certification of applications	Relevant experience in certificates (at- least 3 Certificate of different websites.)	Yes	Enclosed Relevant certificates Page No- 229-317
4	CMMI Level 3 Certification valid as on bid Submission Date	Bidder to submit the valid certificates whose authenticity must be verified using the portal of respective issuing institutes.	Yes	Enclosed Certificate Page No- 318



CIN: U72200MH2005PLC155433
SAP® Certified
by SAP® HANA, Business





Prequalification Criteria

Clause 1

Sr.No	Basic Requirement	Specific Requirement	Documents Enclosed
1	Project Experience	The bidder should have successfully designed, developed, and hosted at least 7 websites/ web portals for any Government organization/ Institute (5 different Government Clients)	<p>Workorder & Completion Certificate of below Clients :-</p> <ul style="list-style-type: none"> 1. Food Safety and Standard Authority Of India, New Delhi (FSSAI) 2. Maharashtra State Road Transport Corporation (MSRTC) 3. Small Industries Development Bank of India (SIDBI)- MUDRA 4. Maharashtra Public Service Commission (MPSC) 5. Power Finance Corporation LTD. New Delhi (PFC) 6. EdCIL (India) Limited, Noida 7. Delhi Metro Rail Corporation Limited (DMRC) 8. Maharashtra Public Service Commission (MPSC) 9. Nashik City Police, Commissioner of Police, Nashik 10. Odisha Computer Application Center (OCAC)- Dept of Agri & Farmers



ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B- 24 & 25, NICE Industrial Area,
Satpur MIDC Rd, Nashik, Maharashtra 422007.

Toll Free: 1800 209 3006 | **Email:** getintouch@esds.co.in



Project Experience

S. No.	Government Client Name	Project Scope (Website / Web Portal)	Document Enclosed
1	Food Safety and Standard Authority Of India, New Delhi (FSSAI)	https://fics2.fssai.gov.in/	Workorder & CC
2	Maharashtra State Road Transport Corporation (MSRTC)	https://msrtc.maharashtra.gov.in/	Workorder & CC
3	Small Industries Development Bank of India (SIDBI)- MUDRA	https://www.mudra.org.in/	Workorder & CC
4	Maharashtra Public Service Commission (MPSC)	https://mpsc.gov.in/	Workorder & CC
5	Power Finance Corporation LTD. New Delhi (PFC)	https://pfcindia.co.in/	Workorder & CC
6	EdCIL (India) Limited, Noida	https://www.edcilindia.co.in/	Workorder & CC
7	Delhi Metro Rail Corporatino Limited (DMRC)	https://cmrportal.org/	Workorder & CC
8	Maharashtra Public Service Commission (MPSC)	https://mpsc.gov.in/	Workorder & CC
9	Nashik City Police, Commissioner of Police, Nashik	https://nashikcitypolice.gov.in/	Workorder & CC
10	Odisha Computer Application Center (OCAC)- Dept of Agri & Farmers	https://fup.odisha.gov.in/	Workorder & CC



CIN: U72200MH2005PLC155433

SAP® Certified
in SAP HANA Operations

SAP® Certified

MeiT

TIA

PCI DSS





हिन्दी का मान : राष्ट्र का सम्मान

भारतीय खाद्य संग्रहा एवं

मानक प्राधिकरण

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

भारत सरकार

एफडीए भवन, कोटला रोड, नई दिल्ली-110002

FOOD SAFETY AND

STANDARDS AUTHORITY OF INDIA

Ministry of Health & Family Welfare

Government of India

FDA Bhawan, Kotla Road, New Delhi-110002

Website - www.fssai.gov.in

Helpline No. - 1800112100

Date: 07.07.2023

To whomsoever it may concern

ESDS Software limited with due support from FSSAI (Food Safety and Standards Authority of India) has developed FICS2.O (Food Import Clearance System). The application has been developed with basic modules like Application Filing, Scrutiny, Visual Inspection and Lab forwarding of Sample for NOC/NCC generation. Important integration with various entities like the DGFT (Directorate General of Foreign Trade), FoSCoS (Food Safety and Compliance System), NSDL (National Securities Depository Limited) and InFoLNet (Indian Food Laboratory Network) were done for smooth functioning of the application. Security audit process has been completed and Safe-to-host certificate has been obtained.

The performance in the application development is Satisfactory.

Lily Prasad

Chief Technology Officer
Food Safety and Standards Authority of India

लिली प्रसाद / LILY PRASAD
नई दिल्ली कीमिनी/Chief Technical Officer
भारतीय खाद्य संग्रहा एवं मानक प्राधिकरण
Food Safety and Standards Authority of India
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय)
(Ministry of Health & Family Welfare)
भारत सरकार / Government of India
एफडीए भवन, कोटला रोड, नई दिल्ली-110002
FDA Bhawan, Kotla Road, New Delhi-110002



File No. IT-11023/1/2017-IT-FSSAI
Food Safety and Standard Authority of India
(A Statutory Authority established under the Food Safety and Standard Act, 2006)
(Information Technology Division)

FDA Bhawan, Kotla Road,
New Delhi — 110002
Dated: 18th March, 2021

WORK ORDER

To

ESDS Software Solutions Private Limited
Le Meridian Commercial Tower,
6th Floor, Windsor Place,
Raisina Road, Connaught Place,
New Delhi- 110001

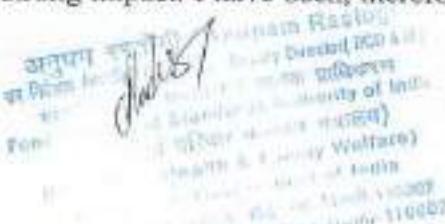
Subject: Work Order for the design and development of Software Application "Food Imports Exports Clearance System" (FIECS) and its 'Operation & Maintenance Support Service' reg.

Ref: File No. IT-11041/2021/eProcure-FSSAI

Dear Sir,

We are pleased to inform you that in reference to your proposal, for online tender floated on eProcurement Portal (<https://eprocure.gov.in/eprocure/app>) and on FSSAI website, your agency has been found to be the one of the most responsive bid and has been approved for purchase. Accordingly, you have been chosen for the design and development of Software Application "Food Imports Exports Clearance System" (FIECS) and its 'Operation & Maintenance Support Service' for the FSSAI. The approval of the 'L1' bidder has been concurred by the competent authority vide CEO Diary No. 1676/CEO dated 12th March, 2021.

2. This Letter of Intent (LOI) confirms the proposal terms as per the terms specified in the Tender and the proposal submitted by you.
3. This LOI does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of either party. No such obligation shall be created except by formal agreement. The Tender will form the basis to deliverables of the project. FSSAI may, in addition, assign duties to M/s ESDS Software Solutions Private Limited on mutually agreed terms. You are requested to kindly provide your confirmation and acceptance of the LOI within 7 days of issuance of this LOI.
4. You may, therefore, take all necessary arrangements to finalize the detailed Terms and Conditions of the Contract Agreement between FSSAI and M/s ESDS Software Solutions Private Limited as well as begin project activities in earnest. This is a one of the prestigious project for the FSSAI. Your performance in successful development of the software application and implementation will have a strong impact. I have been, therefore, directed to urge you to take this proposal accordingly.



5. As per Performance Bank Guarantee (PBG) Security Clause 16.2 of the Tender Document, the Bidder has to deposit Performance Security of 3% of the total order, the value of the Performance Security may be furnished for Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand only) within 15 days of receipt of confirmed Work Order, which will be valid up to 60 days after the date of completion of the contract. The Performance Security may be in the form of an Account Payee Demand Draft, PDR or Bank Guarantee of a Commercial Bank in favour of "Senior Accounts Officer, FSSAI" payable at New Delhi. The specimen of PBG was given in Annexure V attached to the tender document.

6. Kindly acknowledge the receipt of the Work Order.

Yours sincerely,


Anupam Rastogi
Deputy Director (IT)
(Anupam Rastogi)
Ministry of Health & Family Welfare
Government of India
F.O.A Bhawan, Kali Bhawan, New Delhi-110002





हिन्दी का मान : राष्ट्र का सम्मान

भारतीय खाद्य संरक्षा एवं

मानक प्राधिकरण

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

भारत सरकार

एफडीए भवन, कोटला रोड, नई दिल्ली-110002

FOOD SAFETY AND

STANDARDS AUTHORITY OF INDIA

Ministry of Health & Family Welfare

Government of India

File No.29024/FSSAI/FICS-FLRS/2020-24/100

Website : www.fssai.gov.in

dated N02-06-2024 100

To

M/s ESDS Software Solution Limited
Le Meridien Commercial Tower, 6th Floor, Windsor Place,
Raisina Road, New Delhi - 110001
Sir/Madam,

Subject: Work order for change request and extension of contract for 6 months' post AMC

Sir,

Reference is made to Work Order: IT-11041/2021/eProcure-FSSAI regarding Design, Development and Implementation of Software Application 'Food Imports Exports Clearance System (FIECS) and its Operation & Maintenance Support Service. Further with reference to e-mail dated 23-11-2023 and e-mail dated 03-04-2024 issued by your agency regarding Change Request document | FICS2.O and FICS2.O | AMC post contract expiry respectively.

2. In this regard, it is intimated that the Competent Authority has approved the change request cost of Rs 13,41,600/- Plus GST and extension of contract for 6 months as per same terms and conditions of contract number IT-11041/2021/eProcure-FSSAI. The details are mentioned below:-

a) Contract Start Date: 19.03.2024 and Contract End Date: 18.09.2024.

b) Cost of Change Request: 13,41,600/- plus GST

c) The Scope of Work is attached as Annexure 'A'

d) AMC Terms and Conditions will be as per the contract.

3. It is requested that PBG of 3% of the contract value may kindly be submitted to this office at the earliest, please.

With regards,

Yours Faithfully,

(Lily Prasad)

CTO

लिली प्रसाद / LILY PRASAD
मुख्य वकीली अधिकारी / Chief Technical Officer
भारतीय खाद्य रक्षा एवं मानक प्राधिकरण
Food Safety and Standards Authority of India
(मन्त्रालय द्वारा प्रबोधित वाचायाम / प्रबोधित
(Ministry of Health & Family Welfare)
भारत सरकार / Government of India
एफडीए भवन, कोटला रोड, नई दिल्ली-110002
FSSAI Bhawan, Kotla Road, New Delhi-110002



Annexure 'A'

Change Request Scope of Work

Requirement 1: Without log-in in FICS Portal any user can track the Bill of Entry.

- Provision on the log-in page for importer to track the Bill of Entry.
- Details required: Bill of Entry No., Bill of Entry Date, Enter Captcha.

Requirement 2: A new CHA role for importer applications.

- Addition of Customs House Agent (CHA) role.
- CHA responsible for application processes on behalf of the importer.

Requirement 3: Provision for entering Multiple Batch No. and restrictions on updating existing batch number.

- Option to enter multiple Batch No. during Visual Inspection.
- Restrictions on updating existing Batch No. during Visual Inspection or Scrutiny.

Requirement 4: Remove faceless assignment of applications to TO.

- Assign applications to AO based on region instead of faceless assignment.
- No direct application allocation to TO for scrutiny.

Requirement 5: Provision for re-assigning/re-calling the TO option.

- Ability for AO to reassign or recall applications assigned to TO.
- Limitations if TO has begun work on the application.

Requirement 6: Payment provision when AO requests clarification from the importer.

- Inclusion of payment provision at importer's end when AO requests clarification.

Requirement 7: Payment provision.

- Payment required for various stages (primary samples, additional samples, review, appeal).
- Display of all due payments in Importer's login.



Requirement 8: Integration of API to re-verify GST Number.

- Integration of API to re-verify GST Number provided by importer.

Requirement 9: TO will not have the option for changing scheduled date of VI.

- Removal of TO's ability to change scheduled date of Visual Inspection.

Requirement 10: Allow Lab from another region in case of unavailability.

- Provision for forwarding application to alternate Lab in case of unavailability.

Requirement 11: New Lab user role in FICS.

- Authentication service for Lab user to reply to AO's queries.

Requirement 12: Revised Review Process.

- Detailed steps for First Review and Second Appeal process.

Requirement 13: Upload document provision for AO-Lab communication.

- Option to upload documents when AO or Lab requests clarification.

Requirement 14: Upgradation from SWIFT 1.0 to SWIFT 2.0.

- Development of single sign-on facility on ICEGATE (SWIFT 2.0).

Requirement 15: SEZ Integration.

- API development for SEZ entities to transmit BOE data into FICS 2.0 system.



Telephone : 022-23023906



Fax : 022-23086332

MAHARASHTRA STATE ROAD TRANSPORT CORPORATION
EDP CENTRE, 11TH FLOOR, MAHARASHTRA VAUTER BLD AVAN, NEW ANDHOLI, MULHER,
JADAVGIRI-BOMAN BEHGRAM MARG, MUMBAI - 400 008.

NO ST/EDP/ 116/

Dt 24/12/2013

To:
M/s EGDS Software Solutions Pvt Ltd.,
B-24-25,NICE Area, Satpur,
Nashik

Sub : Work Order for MSRTC's Web Design, Web Portal Development, Web Hosting and Maintenance.

- Ref:-
1) Tender NO 2013/01 Dt 30/05/2013 and it's corrigendum
2) This office letter NO ST/EDP/1083 Dt 04/12/2013.
3) Your letter NO Dec13/Admin/01 Dt 04/12/2013
4) Your letter NO Dec13/Admin/02 DT 05/12/2013
5) Letter of intent NO ST/EDP/1098 Dt 07/12/2013.
6) Your letter NO Dec13/Admin/04 Dt 14/12/2013
7) This office letter NO ST/EDP/1133 Dt 18/12/2013
8) Your acceptance letter No Dec13/Admin/06 Dt 23/12/2013

Dear Sir,

Please find enclosed herewith a work order bearing NO: ST/EDP/WES/ Dt 10/12/2013 for MSRTC's Web Design, Web Portal Development, Web Hosting and Maintenance for six years including one year warranty period.

You are requested to acknowledge the receipt of the above said work order alongwith all it's enclosures at the earliest.

Thanking You

Yours faithfully,

Dy. General Manager(EDP)

Enc. As Above





Telephone : 022-23023900

Fax : 022-23086352

MAHARASHTRA STATE ROAD TRANSPORT CORPORATION
EDP CENTRE, 4TH FLOOR, MAHARASHTRA VAIKUNTHA HAWALAS, NEW JAWAI, BLDG.
JAHANGIR ROMAN BEHRANI MARG, MUMBAI - 400 008.

WORK ORDER NO ST/EDP/WB/ 1160

DT: 24/12/2013

To,
M/s ESDS Software Solutions Pvt. Ltd.,
B-24-25,NICE Area, Satpur,
Nashik

Web Sub:- Open Tender for MSRTC's Web Design, Web Portal Development,
Hosting and Maintenance.
Ref:- 1) Tender NO 2013/01 Dt 30/05/2013 and it's corrigendum
2) This office letter NO ST/EDP/1083 Dt 04/12/2013
3) Your letter NO Dec13/Admin/01 Dt 04/12/2013
4) Your letter NO Dec13/Admin/02 DT 05/12/2013
5) Letter of Intent NO ST/EDP/1098 Dt 07/12/2013
6) Your letter NO Dec13/Admin/04 Dt 14/12/2013
7) This office letter NO ST/EDP/1133 Dt 18/12/2013
8) Your acceptance letter No Dec13/Admin/05 Dt 23/12/2013

Dear Sir,

We are pleased to place on you work order for MSRTC's Web Design, Web Portal Development, Web Hosting and Maintenance for Six years as per the terms and conditions given in the Tender Document and corrigendum. The details of scope of work terms and conditions shall be as follows as per Tender Document and corrigendum.

1 PROJECT SCOPE

In brief , as per the time schedule given for each activity , You will conduct requirement analysis for web portal development of MSRTC and prepare a project report. Then after you will design and develop the Web Portal, this will also include development of interfaces and allied integrated software. The Software will be given for User Acceptance Test (UAT).After UAT the same will be hosted on State Data Center (SDC) for which MSRTC will render necessary help to co ordinate between DIT and M/s ESDS. You will obtain certification from certifying agencies. You will give sufficient training to MSRTC users and after that give maintenance support for six years including manpower.

ESDS SOFTWARE SOLUTIONS LTD
NASHIK



MAHARASHTRA STATE ROAD TRANSPORT CORPORATION
(TOP CENTRE, 4TH FLOOR, MAHADEVJIKAVALI KUTUB BHAVAN, NW ANNA BHEDADE,
JALANGI, ROMAN BEHRAM MARG, MUMBAI - 400 008)

Broad scope of the Web Portal work is as follows:

- ✓ Preparation of the Web Portal (Both Marathi & English) as per GOI Guidelines
- ✓ Preparation of home page of the Web Portal with link to Marathi & English portion.
- ✓ Development dynamic website.
 - Database driven approach with Linux base using of latest software/Technology
- ✓ Addition of content of approximately 225 pages (75 static & 150 dynamic) to be added as and when required & which can increase in future.
 - Writing of all the contents on the Web Portal
- ✓ Provision of link for e-ticket reservation for MSRTC as well as for other states bus services, E-tendering & e-recruitment for MSRTC etc.
- Training to MSRTC officials at MSRTC office, Mumbai
- 6 years support & maintenance (i.e. from the date of hosting Web Portal successfully 6 years comprehensive maintenance support) of the Web Portal with rectification of errors, addition or updation of contents etc
- Provision of compatible software of latest version be made available to users
- ✓ Provision for space on Web Portal for advertisement/ Banners etc for getting revenue in future.
- ✓ Provision for independent messaging & mailing facility for MSRTC Mail application software should be provided along with mail setup. You will facilitate mail service using our domain www.msrtc.gov.in in mail application & provide 1000 mail boxes each of 300 MB space in the mail server using mail application.
- All necessary hardware, connectivity man power, etc required for development, maintenance & hosting of web portal on State Data Centre has to be taken care by you in consultation with MSRTC .
- MSRTC reserves the right to add/delete/modify requirements mentioned in the document and vendor has to comply to any other additional requirement without any additional cost to the MSRTC
- Provision of content management for time to time changes in content be made.
- To ensure compliance with "Guidelines for Indian Government Websites (GiGW)" The Government of India has launched "Guidelines for Indian Government





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Websites". These guidelines are now applicable to all Government Organizations

and it is advisable that all Indian Government websites are developed as per the guidelines defined by them. MSRTC Web Portal should ensure compliance with the said guidelines.

- To integrate user friendly content management system for managing overall content of the Web Portal
- Structure Web Portal content in order to make it user friendly
- To make site accessible on all platforms like windows, Linux etc
- To provide information to users with minimum number of clicks
- To get security certificate from certifying Agencies
- ✓ To earn revenue through advertisements

Web Accessibility – Dynamic features for updation and web accessibility will be as follows:-

- Least site opening time
- Clear and professional design
- ✓ Web Portal should reflect our organization intent
- ✓ Search engine (user friendly)
- Security of Web Portal

Overview of existing website Home page

- ✓ Our existing website msrtc.gov.in is having home page view as About Us, Services, RTI information, Concessions, Feedback, Staff login, Photo gallery, News, Tender Notices, Hon. Chairman and VC & MD's messages, E-ticket reservation link and Citizen Charter etc. You will design homepage for MSRTC after carrying out website requirement study.

Resolution Independent Web Portal Structure

- You will ensure that the Web Portal adjusts itself automatically as per the screen resolution of the visitors PC i.e. 1024*768, 1200*800 etc. Resolution Independent Web Portal will automatically expand/compress itself as per the





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screen resolution and hence there should not be any vertical scroll in the Web
Portal structure.

Browser Independent Web Portal Structure

- You will ensure that the Web Portal works flawlessly across different web
browsers. It should be necessary to test Web Portal on Internet Explorer 6.0 &
above, Mozilla Firefox 3.0 & above, Safari, chrome, mobile phones and
Macintosh Browser for ensuring browser independent structure.

Home page structuring

- Homepage content should give direct access to most sought-after / important
information through the home page itself to improve the ease of use of the
Web Portal. Some of Homepage content will be: Home, About Us, Services
Schedule, Scheme, Contact, Key Persons, Download, Information (bus type,
bus at glance, rules, tourist info, road maps, fares etc), Search Facility,
Tenders/Auctions/Circulars/Orders/RTI, Citizen Charter, Feedback/Complaints
FAQ, Video clips, Press release, Photo gallery, Recruitment, Visitor No.
Advertise with MSRTC, EPF info, other website link etc.

Technology to be Used

- You will develop the Web Portal for MSRTC under OPEN platform.

Development Environment

- Front-end Web Portal shall be designed and developed in PHP with visually rich
and appealing format.
- The Web Portal shall be hosted on LINUX Server with Apache Web Server &
SQL Database.

Hosting Environment

- You will host the web portal at State Data Centre, Of Maharashtra State. Necessary
server space and band width on State Data Centre will be provided by MSRTC.
You will also visit the State Data Center Mumbai along with MSRTC officials for
coordinating with Government officials for hardware connectivity & other
equipments required for hosting the web site.





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Provision

You will provide links for following:-

- E-ticket reservation for MSRTC and other states as per requirement of MSRTC.
- E-recruitment section / E-Tendering section
- ✓ • Other MSRTC Applications

Online Administration

- ✓ Web Portal developed will be such that all administration can be handled online through a web browser.

Audit Trail

- Administrators should have access to one log in the backend or individual logs on each page where he can view changes that have been made to the database.

User Privileges

- ✓ An administrator can grant as little or as much control to content editors or groups as needed.

Bilingual Management Development

- Develop the Web Portal in English & Marathi Version.
- The front-end Web Portal as well as the backend administrator panel shall be made compliant to handle the Bi-lingual requirements.
- Front-end Web Portal should have all the content including dynamic & static text in both the languages.
- Administrator should be allowed to enter content for all the Content Management System Pages separately in Marathi and English.

Archives Management

- It should be ensured that the expired contents are automatically removed from the main Web Portal.
- There should be an Auto Archival System available on the Web Portal which shall transfer the expired content in archives section as soon as it shall reach expiry date.





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- Archived Data should be available in each page along with search option to search data between 2 given dates

Site Map

- A hierarchical visual model of the pages of a Web site. Site maps should help users navigate through a Web site that have more than one page by showing the user a diagram of the entire site's contents

Site Search

- Site search shall allow users to do keyword search in site
- It shall lead to links of all the pages in which keyword is found on the search result page

Components

The proposed Web Portal should have 2 broad components:

Visitor Section

Landing Page

- There would be landing page of the website which should contain links to English Version, Marathi Version.

Marathi Content

- The Marathi Content should be in Unicode font. The visitors would be able to view the content with ease without any requirement of font download. However there might be a case wherein browser might not support automatic font configuration, so proper guidelines should be given for font configuration

Notices and Circulars:

- All notices and circulars originating from MSRTC should be listed. The notices and circulars should be listed date-wise/department-wise. All notices and circulars should have a valid date and after date expiry it would be automatically moved to archives section under Notices and Circulars.

Forms and Downloads:





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- All forms originating from MSRTC should be listed under various categories under Forms and downloads sections. The format for all should be PDF file. For each file brief description along with size of file should be mentioned. Here also these forms should have a valid date and after expiry of valid date, it should automatically be moved to archives section under Forms and Downloads.

Media Centre

This would have following sections:

- Press Release: All press releases from MSRTC should be listed under this section.
- Photo Gallery: Event-wise photographs should be listed under this section. Each photograph would have a brief description. An advanced Photo gallery should be developed to allow user department to publish best quality photos in the Web Portal. Some of the unique features of Photo gallery should allow uploading of Image Name, Image, Image Description and Meta tags for each images in JPEG, GIF and SWF format. All photographs would be listed in thumbnail (small) size and on clicking on the photograph it should be opened in a new window with original size.
- Events Calendar: List along with details of all forthcoming events should be mentioned under this section. When the date of event passes on the event should automatically be moved to archives section under Events.

Tender:

- The visitors to the site should be able to view & download the Tenders pertaining to all departments. The tender would be listed category-wise and date of expiry-wise. If a corrigendum is issued for the tender then it should be listed below that tender. On expiry of the last date of submission the tender should be moved to archives section of Tender. Also cancelled tenders should be listed under cancelled tenders section under Tenders.
- Through this section the administrator should be able to Add/Delete/ Modify the tenders originating from the department. The admin should have the option to add corrigendum for the tender and also cancel or altogether delete the tender.





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Related Links:

- * Links to other government websites and web applications should be provided.

Frequently Asked Questions:

- * Provision of frequently asked questions along with answers to those questions. The department administrator should also have the option to link the feedback received from visitors with frequently asked questions.

Banners and Advertisements:

- * Facility to promote different schemes of MSRTC. They can be displayed prominently on MSRTC Web Portal in the form of banners (image/flash in centre of page) and panels (image/ flash on left/right side of page). There should also be provision for web advertisements.

Visualization

- * As per government of India guidelines for Website.

Content Structure:

- * The Web Portal should have level content structure (for both Marathi and English) i.e. there should be main links in the Web Portal. Under each main link, there should be sub-links. Under each sub-link there should be sub-links level 2 and so on.

Full Text Search :

- * Provision of Full-text search in the Web Portal for all the content. On entering any keyword, the system must be able to search in all links, sub-links and sub sub-links and should provide links where that word is present. On clicking the link the content should be displayed.

News / Announcements & Recruitment Notices

- * To Publish Latest News & Announcements on the Web Portal.
- * To Publish Employment Notices on the Web Portal.
- * Administrator should be able to View/Add/Edit/Delete news and notices.

Administrator Section:

- * Web Portal should have facilities as mentioned below





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Secure Login:

- Admin section must be protected by username and password and using encryption.
- At database level also password should be stored in encrypted format.
- On 6 consecutive unsuccessful attempts to login the password should be reset and fresh/new password should be mailed.

Links:

- Administrator would be able to add/delete/modify the links pertaining to Marathi/English in the Web Portal at any point of time from any location. The control for the same should be user friendly that a simple data entry operator should be able to update the links. There would be three types of links, File (link to a file i.e. Doc, PDF, JPG etc), URL (Link to some other website) and Content (Static information in rich text format). Also the administrator should be able to set the order in which the links would appear in the Web Portal.

Page Title:

- For each link created the admin would specify the title of page. For each link created the admin would specify the date

Ownership:

- For each content the admin should specify the source of the content and owner of the content.

Meta Data:

- For each content the admin should specify the metadata. Metadata is structured information that describes, explains, locates or otherwise makes it easier to retrieve, use or manage an information resource. Metadata is often called data about data or information about information.

Content Structure:

- The admin should add links on the Web Portal. Each link can be a main link. At the same time it can be a sub-link to some other link. Also simultaneously it can be a sub-link level 2 thus achieving complete flexibility.

Feedback Management System:

- Provision for visitors to post the feedback through the Web Portal. The feedback





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can be a general feedback, feedback on content and department/section specific feedback.

- The admin should be able to view all feedback received for a particular date or for duration. The admin should be able to send reply for the same and email would be sent to the visitor's email address. Two types of feedbacks would be viewed and replied.

General

- All feedbacks which are global in nature and are not very specific to departments /sections.

Department/Section Specific:

- For department/ section specific, the administrator should specify sections and email address for each section. This way apart from viewing the feedback received for a particular section of the department.
- This shall help user department in collecting feedback from Web Portal visitors.
- ✓ To develop an online form for collecting feedback from Web Portal visitors.
- All the feedback data should be emailed to the designated officer's email ID.
- A copy of all the feedbacks received should be stored in Web Portal Database on the server for subsequent review by the administrator.

Circulars:

- Through this section the Administrator of the site should be able to Add/Edit/Delete the categories in the Web Portal.

Photo Gallery:

- Through this Module the Administrator should be able to Add/Delete/Modify the photographs pertaining to that category on the Web Portal.

Downloads:

- Administrator should have the option to add/delete/modify the files pertaining to download section.

Web Portal Statistics

- ✓ To help user department in analyzing the popularity of the Web Portal and visitors behavior pattern on the Web Portal.
- To facilitate the administrator to view Web Portal hits.





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- The administrator should be able to view hits separately for English & Marathi.
- To facilitate to filter hits based on particular date range.

Other Requirements

- **Search Engine Optimization**

This feature should ensure that Web Portal is registered in Public Search Engines on appropriate keywords and is displaying the correct information in search description.

- **Security Audit from requisite Certifying Agency**

State Data Centre requires security clearance certificate before hosting any Web Portal in its data centre. You will provide security clearance certificate from Cert-in empanelled auditor to address this requirement.

You will handle the entire process related to obtaining this certificate.

On-site training

You will provide onsite training of minimum 7 weeks to users to train them on the overall workflow of the web functionality and backend administration functions at Mumbai.

SIX years technical / manpower support

You will provide technical support (for 24 x 7) for website for period of six years. The scope of technical support includes rectification of errors within the already developed Web Portal. The successful bidder will provide resident web administrator for attending problems noticed by users and maintaining web portal without downtime.

Suggested list of deliverables

- Project report.
- Documentation of SRS.
- Formats of various system design and architecture submitted for approval of MSRTC.
- Test Plan including UAT.
- Web Software design (High and low level).
- Final layouts including screens design.
- Testing documentation with software source code.





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- User manual on content management system for updation/deletion/modification of the contents.
- Documentation of Hosting the web site.
- Training documentation.
- ✓ Licensed copies of software used for development of Web Portal, if any.
- ✓ Web portal monitoring tool for measuring up/downtime of web portal.
- Periodic status of review reports.

Project Implementation Plan

Project duration

The project duration will be for a period of Six years which will start from the date of successfully launching the Web Portal and same will be mutually decided by MSRTC and Ms. ESDS. After the User Acceptance Test of Web Portal, you will host the Web Portal on getting approval from MSRTC based on cyber security guidelines. The Web Portal should be subsequently launched.

The overall timeline for the Project implementation Phase is as follows:

Sr. No.	Activity / Task	Timeline
1	Project Start.	T1 (Date of signing the Contract)
2	Study of MSRTC's working system including conducting requirement analysis and submission of project report.	T1 + 4 weeks
3	Submission of SRS and 3 samples Web Portal design layout	T1 + 6 weeks
4	Finalization of Home Page / Colour, design etc.	T1 + 8 weeks
5	Submission Final design with development of web portal with necessary functionality	T1 + 10 weeks





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6	Presentation of final design including web portal and approval for functionality	T1 + 11 weeks
7	Content placement for UAT of Web Portal finally designed and final approval from MSRTC	T1 + 15 weeks
8	Web guidelines audit, security audit and submission and obtaining approvals from certified empanelled agencies for hosting live Web Portal as per Govt. norms	T1 + 17 weeks
9	Intimation for final hosting of Web Portal	T1 + 18 weeks
10	Preparation and Submission of Manuals	T1 + 20 weeks
11	Training to all concerned	T1 + 21 weeks
12	Final Review of launching of Web portal	T1 + 22 weeks

The MSRTC reserves the right of modifying the implementation schedule which will be binding on the you. However, overall timelines for implementation will not be significantly altered.

In case of an unsuccessful UAT, it shall be sole discretion of MSRTC either to provide more time to web solution provider or to reject the offered solutions, by forfeiting Security deposit having with MSRTC under this project, if any and proceed with the offer of the next solution provider or to cancel the project all together.

Penalty for delay in software development

In case M/s ESDS fails to execute and complete the work within the time specified in the agreement or within the period of extension granted , a penalty may be levied i.e. a sum equivalent to 0.5% of contract value for each week (7 calendar days) maximum 10% of contract value for the period of 5 years . Except in the case where the delay is purely on the part of the MSRTC, in this regard the decision of the MSRTC would be final. MSRTC reserves the rights for levying penalty and the same will be deducted from their deposit.





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amount or bills due to them for payment.

Penalty for Web Portal Uptime

You will ensure to maintain 99.99% web portal uptime throughout a contractual period (24x7). You will also provide web portal monitoring tool for measuring the up/downtime etc. The up/downtime will be measured daily in percentile basis. You will maintain a daily log of uptime and downtime and furnish the same to MSRTC on monthly basis. If you fail to maintain the desired level of uptime then in that case penalty would be as follows:-

Parameter	Penalty
99.99% uptime availability monthly(Average)	No penalty
99.1 to 99% uptime availability monthly(Average)	Rs 5000/- per month
97.1 to 98% uptime availability monthly(Average)	Rs 10,000/- per month
90.1 to 97% uptime availability monthly(Average)	Rs 20,000/- per month
95.1 to 96% uptime availability monthly(Average)	Rs 40,000/- per month
Less than 95% uptime availability monthly(Average)	Rs 1,00,000/- per month

If any penalty is levied then the same will have to be recovered from the dues payable to you.

Project completion

The entire work is required to be completed in all respects within timelines given in implementation plan. You will be required to maintain speedy and required progress to the satisfactions of MSRTC to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the MSRTC.





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COST for WEB PORTAL Development.

You have offered following stage wise prices to us in your Financial bid.

COMPONENTS	AMOUNT
Cost of web designing, Web Portal development, web hosting On State Data Centre of Maharashtra State with appropriate security, cost of certification audit etc.	1375000.00
Maintenance support including manpower during warranty period	Free of cost
Maintenance support including manpower for first year after warranty period	250000.00
Maintenance support including manpower for second year after warranty period	207500.00
Maintenance support including manpower for third year after warranty period	186500.00
Maintenance support including manpower for fourth year after warranty period	166300.00
Maintenance support including manpower for fifth year after warranty period	137500.00
TOTAL COST	3813500.00
Service Tax @12.36%	47635.00
Grand Total (Thirty one lakh sixty thousand one hundred and twenty five rupees only)	31,50,125.00





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Payment Terms:-

MSRTC will release payment to you as per following terms of payment.

1. 20% of total payment (excluding maintenance support cost) will be released after successful completion of UAT testing and on issuance of final approval for hosting of the site.
2. 50% of total payment (excluding maintenance support cost) will be released after three months of satisfactory hosting of Web Portal.
3. Remaining 30% payment (excluding maintenance support cost) will be released after completion of one year warranty period from successful hosting of Web Portal.
4. The maintenance support charges for five years will be released at the end of every quarter on satisfactory maintenance support. The said support charges will be paid after completion of warranty period.

The Dy. General Manager(EDP), EDP Centre, Mumbai – 400 008 will release all payments to you based on the certification given by all Departmental / Branch heads of MSRTC.

GENERAL TERMS AND CONDITIONS

a. **General Terms**

- * Legal disputes if any should be settled only within the jurisdiction of Mumbai courts.
- * The software, design or licenses provided under this project should not be used or handled by any individual, outside agency, firm, organization, State transport undertaking except MSRTC. Any violation or breach of this condition will entitle the Corporation to claim the damages.
- * You will pay security deposit as per terms & conditions given in Tender Document.

b. **Performance Bank Guarantee**

You will deposit a performance bank guarantee of an equal amount of 10% of total amount quoted by you in the bid for a period of Six years and six months, as per format given in the Tender document. The performance bank guarantee should be valid for a period of six years and six months. The performance bank guarantee needs to be submitted as per the format after UAT testing & final approval for





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hosting of web portal

In the event of any contract amendment, M/s ESDS shall, within 15 days of receipt of such amendment notice, furnish the amendment to performance bank guarantee, rendering the same valid for duration of the contract, as amended.

An unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank acceptable to MSRTC, payable on demand, for the due performance and fulfillment of the contract by M/s ESDS needs to be submitted.

All incidental charges whatsoever such as premium, commission etc. with respect to the performance bank guarantee shall be borne by M/s ESDS.

In the event of M/s ESDS being unable to service the contract or non-submission of Performance Bank Guarantee as mentioned above for whatever reason, MSRTC would evoke the Security deposit or any other deposit / Bank guarantee with them. Notwithstanding and without prejudice to any rights MSRTC will evoke Performance Bank Guarantee with them as compensation for any loss resulting from M/s ESDS's failure to perform/comply its obligations under the contract. MSRTC shall notify M/s ESDS in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which M/s ESDS is in default.

MSRTC shall also be entitled to make recoveries from bills payable to M/s ESDS, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

c. **Delays in performance of M/s ESDS**

If at any time during performance of the contract, M/s ESDS may encounter conditions impeding performance of the services, in such case M/s ESDS shall promptly notify MSRTC in writing of the facts of the delay, its likely duration and its causes.

As soon as after receipt of M/s ESDS's notice, MSRTC shall evaluate the situation and may at its discretion, extend M/s ESDS's time for performance with or without penalty in which case the extension shall be ratified by M/s ESDS by amendment of


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the contract but in no case extension shall be given more than one time.

d. **Modification in requirements**

MSRTC has given broad outline of web site. But you will have to ensure fulfillment of all requirements for implementation of Web Portal project. However, due to change in Govt./Corporation policy or due to unavoidable circumstances, you will have to modify the software accordingly as per business needs during the contractual period without any additional financial burden to MSRTC.

e. **Space for Set Up**

M/s ESDS will be given sufficient space at Central Office, Mumbai for preparing required setup as per their needs by MSRTC. The said space shall be purely used for MSRTC's Web Portal work.

M/s ESDS has to establish its own communication facility for communication purposes at MSRTC locations and bills for the same needs be borne solely by them.

f. **Resolution of disputes**

MSRTC and M/s ESDS shall make every effort to resolve disputes amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract will be settled at the level of Vice Chairman and Managing Director of MSRTC.

Any disputes arising out of contract not be settled at the level of Vice Chairman and Managing Director may be proceeded further subject to jurisdiction of Mumbai.

g. **Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by fax, email, cable or facsimile to the other party's address, and confirmed in writing by the other party.

A notice shall be effective when delivered or tendered to other party whichever is earlier.

h. **M/s ESDS's obligation**



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M/s ESDS is obliged to work closely with MSRTC's staff, act within its own authority and abide by directives issued by MSRTC.

M/s ESDS will abide by the job safety measures prevalent in India and will free MSRTC from all demand or responsibilities arising from accidents or loss of life the cause of which is M/s ESDS's negligence. M/s ESDS will pay all indemnities arising from such incidents and will not hold MSRTC responsible or obligated.

M/s ESDS is responsible for managing the activities of its personnel will hold itself responsible for any misdemeanor.

M/s ESDS will treat as confidential all data and information about MSRTC, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party.

i. **Corrupt or Fraudulent Practices**

The MSRTC requires that M/s ESDS under this bid document, observe the highest standards of ethics during the execution of this contract.

j. **Interpretation of the clauses in the bid document / contract document.**

In case of any ambiguity, in the interpretation of any of the clauses in bid document or contract document, the MSRTC's interpretation of the clauses shall be final and binding on M/s ESDS.

k. **Termination for Default**

MSRTC may, without prejudice to any other remedy for breach of contract by written notice of default sent to M/s ESDS, terminate the contract in whole or in part.

a) If M/s ESDS fails to provide satisfactory services at the desired level of contract within the time period(s) specified in the contract, or any extension thereof granted by MSRTC

OR

b) If M/s ESDS fails to perform any other obligation(s) under the contract.

l. **Termination For Insolvency**

MSRTC may at any time terminate the contract by giving written notice to



ESDS SOFTWARE SOLUTIONS LTD.
NASHIK



Telephone 022- 23023900

Fax : 022-23086357

MAHARASHTRA STATE ROAD TRANSPORT CORPORATION

100 CENTRE, 4TH FLOOR, SAI-SENGDAWATTAK SHAW, TULSI ANTRAL, 400 008
JAHANGIR KHAN BEHRAM MARC, MUMBAI 400 008

M/s ESDS, without compensation to M/s ESDS, if M/s ESDS becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MSRTC.

m. **Licenses for Web Servers / Database etc.**

M/s ESDS shall provide the required licenses for Database, server etc being used at all levels. All the licenses have to be procured in the name of MSRTC Corporation.

n. **Non Exclusivity, License Fee, IPR**

The Intellectual Property Rights of the Software developed for MSRTC shall be vested in MSRTC who shall have absolute right to use, license or sell the system without any payment to or permission from M/s ESDS. The application software along with source code shall be the property of MSRTC under the provision of IPR.

o. **Web Portal Software Ownership Rights**

M/s ESDS shall relinquish to MSRTC the source code along with adequate detailed documents (from the testing phase onwards) and the rights to the systems, programs and software developed for MSRTC and all ownership rights to the application software packages procured for MSRTC. The source code with version control system should be submitted in a DVD to MSRTC.

p. **Copyright**

It is a sole risks and responsibility of M/s ESDS that Web Portal developed for MSRTC should not be copied and used in any other Transport undertakings with or without modifications under any circumstances. The disclosure of the facts may summarily lead to termination of contract with penal action besides you will be liable to be prosecuted criminally under IPC.

q. **Patent Rights**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the software/hardware/database/ETIM/peripherals or any part thereof, M/s ESDS shall expeditiously extinguish such claim. If M/s ESDS fails to comply and MSRTC is





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Fax : 022-23086352

MAHARASHTRA STATE ROAD TRANSPORT CORPORATION

10TH FLOOR, TELCO CENTRE, MAHARASHTRA KUTUB BHAVAN, V. N. DAJI ST., BLDG.
TAJNAGRI, BOMBAY/BHRAM MANG. MUMBAI-400 008

required to pay compensation to a third party resulting from such infringement, M/s ESDS shall be responsible for the compensation including all expenses, court costs and lawyer fees. MSRTC will give notice to M/s ESDS of such claim, if it is made, without delay.

f. Support Manpower

M/s ESDS will be bound to provide support Manpower specified in the Manpower deployment Plan. All salaries and statutory benefits will have to be borne by M/s ESDS & no payments will be made by MSRTC. In case of absence of any of his employee, M/s ESDS should provide alternative person the next day. M/s ESDS should ensure that the behaviour of manpower is decent. The M/s ESDS will be held responsible for indecent behaviour of manpower, & such employees should be immediately replaced when such matter is reported. M/s ESDS should submit the affidavit stating that employees of M/s ESDS should not ask for employment in Corporation.

g. Force Majeure

M/s ESDS shall not be liable for penalty, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of M/s ESDS and not involving M/s ESDS and not involving M/s ESDS's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on MSRTC.

If a Force Majeure situation arises, M/s ESDS shall promptly notify MSRTC in writing of such conditions and the cause thereof. Unless otherwise directed by MSRTC, M/s ESDS shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

h. Force Majeure Events

ESDSES LTD
SOFTWARE SOLUTIONS LTD
NASHIK



Telephone 022-23623900

Fax : 022-23686252

MAHARASHTRA STATE ROAD TRANSPORT CORPORATION

TOP CENTRE, 10TH FLOOR, MAHARASHTRA NAUTIKUL BHAVAN, VADA, ANDHERI (E) MUMBAI
JAHANGIR BOHARAN BHETTAM MARG, MUMBAI - 400 078.

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:

Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:

- Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- Explosion or chemical contamination (other than resulting from an act of war);
- Epidemic such as plague;
- Any event or circumstance of a nature analogous to any of the foregoing;
- Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - Strikes, work to rules, go-slows which are either widespread nation-wide, or State-wide and are of political nature;
 - Any event or circumstance of a nature analogous to any of the foregoing.

ii. Use of documents and Information

M/s ESDS shall not, without prior written consent from MSRTC, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan drawing, samples etc. furnished by or on behalf of the MSRTC in connection therewith, to any person other than a person employed by M/s ESDS or the





Telephone : 022-23023900

Fax : 022-234086352

MAHARASHTRA STATE ROAD TRANSPORT CORPORATION

HEAD OFFICE: 1ST FLOOR, MAHARASHTRA VEHICLE REPAIRS, NEW ASTHADHARA,
JAHANGIR BOMAN BEHRAM MARG, MUMBAI-400 008.

performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

V. EXIT MANAGEMENT

PURPOSE

1. The period for providing exit management services (Exit Management Period) would be applicable under two cases :
 - I. In case of expiry of this Agreement: Under this scenario, exit management period would start 8 months before the date of expiry of this Agreement and end on the date of expiry of this Agreement.
 - II. In case of termination of this Agreement: Under this scenario, Exit Management Period would commence a month after the notice of termination is issued to the Operator and extend for a period of 8 months.
2. In the case of termination of this Agreement due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
3. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

ASSETS

The MSRTC shall be entitled to serve notice in writing to M/s ESDS at any time during the exit management period as detailed here in above requiring M/s ESDS and/or its sub contractors to provide the MSRTC with a complete and up to date list of the Assets within 30 days of such notice. The MSRTC shall then be entitled to serve notice in writing on M/s ESDS at any time prior to the date, i.e. 30 days prior to the end of the Exit Management Period.

On Completion of contractual period, M/s ESDS will transfer all project assets such as Hardware, Software, Licenses and other allied equipments etc. to MSRTC at no extra cost with guarantee of functioning the Computer hardware /Networking equipments & peripherals/ software and other allied equipments supplied under this project at satisfactory level for further two years. For the purpose, M/s ESDS will maintain an





Telephone :022-23023900

Fax : 022-23086352

MAHARASHTRA STATE ROAD TRANSPORT CORPORATION

EDP CENTER, 4TH FLOOR, MAHARASHTRA VARTAK SEWAAL, NEW ANNexe, BLDG.
JAHANGIR BOMAN BEHERAM MARC, MUMBAI - 400 008.

updated inventory / Asset register to be shared with MSRTC on periodic basis. In case pre-mature termination of contract for whatsoever reason, the Computer hardware /Networking equipments & peripherals/ software and other allied equipments supplied by the operator will be the property of MSRTC and in no case the same will be returned to M/s ESDS.

COOPERATION AND PROVISION OF INFORMATION

During the exit management period:

- a. M/s ESDS will allow the MSRTC access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the MSRTC to assess the existing services being delivered.
- b. promptly on reasonable request by the MSRTC, M/s ESDS shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this Agreement relating to any material aspect of the Services (whether provided by M/s ESDS or sub contractors appointed by the M/s ESDS). The MSRTC shall be entitled to a self certified true copy of all such information from M/s ESDS. Such information shall include details pertaining to the Services rendered and other performance data. M/s ESDS shall permit the MSRTC and/or any Replacement bidder to have reasonable access to its employees and facilities as reasonably required by the MSRTC to understand the methods of delivery of the Services employed by M/s ESDS and to assist appropriate knowledge transfer.
- w. The other Terms & Conditions will remain unchanged as per the Tender Document and corrigendum released by MSRTC and activities proposed by you in your bid document.

Dy. General Manager(EDP)



Telephone :022- 23023900



Fax : 022-23086352

MAHARASHTRA STATE ROAD TRANSPORT CORPORATION
EDP CENTRE, 4TH FLOOR, MAHARASHTRA VAHTUK BHAVAN, NEW ANNEXE BLDG.
JAHANGIR-BOMAN BEHRAM MARG,MUMBAI-400 008.

No.ST/IT/WEB/ 837

Dated:- 07/08/2015
Information & Technology

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that "M/s ESDS Software Solution Pvt. Ltd has completed the MSRTC's CMS (Content Management System) based dynamic web portal as per the scope of work defined in the work order. The web portal has been Hosted at State Data Center, Govt. of Maharashtra. M/S Esds team has conducted training session for MSRTC's staff from time to time and have given support and doing enchantments into the web portal as an when required"

This certificate is issued on the request of M/S ESDS Software Solution Pvt. Ltd



SIDBI

भारतीय लघु उद्योग विकास बैंक
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

क्रमांक संख्या. 133/ISD/593

अप्रैल 10, 2015

ESDS Software Solutions Pvt. Ltd./ इएसडीएस सॉफ्टवर सॉल्यूशन प्राइवेट लिमिटेड
B-24 & 25 NICE Industrial Area, बी-२४ और २५, एनआईसीइ इंडस्ट्रियल एरिया,
Satpur MIDC, सातपुर एमआईडीसी,
Nashik – 422 007 नाशिक – ४२२००७

कृपया ध्यान दें : सुश्री प्राजक्ता सोमानी / Kind Attn: Ms. Prajaka Somani
मुद्रा.ओरजी.इन वेबसाइट का विकास
Development of mudra.org.in Website

कृपया दिनांक अप्रैल 09, 2015 को - मुद्रा.ओआरजी.इन वेबसाइट के विकास के सन्दर्भ में हमारे टेलीफोनिक और ईमेल का संज्ञान लें। हम सहर्ष सूचित करते हैं कि सभी कर सहित ₹.75,000/- की कुल कीमत पर (रुपये पचहत्तर हजार मात्र) सभी करों सहित “मुद्रा.ओरजी.इन वेबसाइट के विकास” के लिए कार्य आदेश देने के लिए सहमत हैं। सिडबी के नाम पर दिया गया चुंगी कर की प्रतिपूर्ति, चुंगी रसीद जमा करने पर किया जायेगा | कार्य आदेश नीचे तालिकाबद्ध संलग्नकों में निहित शर्तों के अनुसार होना चाहिए:-

Please refer to telephonic discussion & our mail dated April 9, 2015, for developing mudra.org.in website. We are pleased to inform you that we are agreeable to place an order for the development of “mudra.org.in Website”, at a total cost of ₹75,000/- (Rupees seventy five Thousand one only) inclusive of all taxes(Service tax @12.36). Octroi shall be reimburse as at actual on the production of octroi receipt in the name SIDBI. Other terms and conditions of this order are contained in the following attached Annexures:

संलग्नक/Annexure : शर्तें/ Terms and Conditions

आपसे अनुरोध है कि स्वीकृति स्वरूप, इस आदेश की द्वितीय प्रति पर हस्ताक्षर कर अप्रैल 17, 2015 तक वापस कर दें।

As a token of acceptance, you are requested to sign on the duplicate copy of this order and return the same latest by April 17, 2015.

कृपया पावती भेजें/Please acknowledge.

भवदीय/Yours faithfully,


(सुधीर टंडन / Sudhir Tandon)
उमप्र/DGM(Systems)

Terms & Conditions

1. Scope of Work and Cost: Following would be the scope of work under the contract:

1.1. Supply and installation of following items :

Sr. No.	Service Component ()	Unit	Amount (in ₹)
Website Development for mudra.org.in website			
1	Attractive Design and Development of website with complaint to GIGW		
2	Multilingual support (Hindi and English)		
3	Cross Browser Compatibility		
4	Cross Platform Compatibility		
5	Independent IP address & IPv6 compliant		
6	Responsive Website – Desktop, Tablet, Notebook and Mobile		
7	Roles and Responsibilities of MUDRA		
8	News Management		
9	Event Management		
10	Media Center – Photo & Video Gallery		
11	Contact Details		
12	Online Help/FAQ's		
13	Search engine optimization (SEO)		
14	Easy and User friendly Functionality		
	Total [A]		
	Service tax @ 12.36 [B]		
	Grand Total [C = A + B]		75,000

- 1.2. Installation / configuration of all the components required at server-side for hosting of website.
- 1.3. SIDBI will own the intellectual property rights (IPR) of the developed website.
- 1.4. All development activities should be carried out so as to protect and ensure that the website remains :
- ❖ WCAG Level II compliant
 - ❖ IPV 4 and IPV 6 compliant
 - ❖ Convenient Interface over mobile phones, tablets, desktops etc.

2. Tax & Octroi - The price includes all costs and taxes / cess such as service tax, Education cess, sales tax, VAT, custom duties, transportation, installation and any other levies imposed by government from time to time, that need to be incurred. TDS as applicable would be deducted while making the payments to the vendor. While any increase in the rates of applicable taxes or impact of new taxes shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.

3. Acceptance: The developed website will be deemed to be accepted only after it is delivered as per SIDBI's requirements as per scope.

4. Payment Terms –Payment would be settled after successful delivery of the website as per the scope defined above in section. X.x

5. Payments

- a. Invoices should be submitted in accordance with the specific instructions provided below.
- b. Subject to SIDBI being satisfied that the SP are or have been carrying out their duties, obligations and responsibilities under the assignment, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- c. If for any reason SIDBI is dissatisfied with performance of the Contract, an appropriate sum may be withheld from any payment otherwise due. In such an event SIDBI shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- d. Should SIDBI determine after paying for a particular service that the service has not been completed satisfactorily, SIDBI may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.

6. Penalty

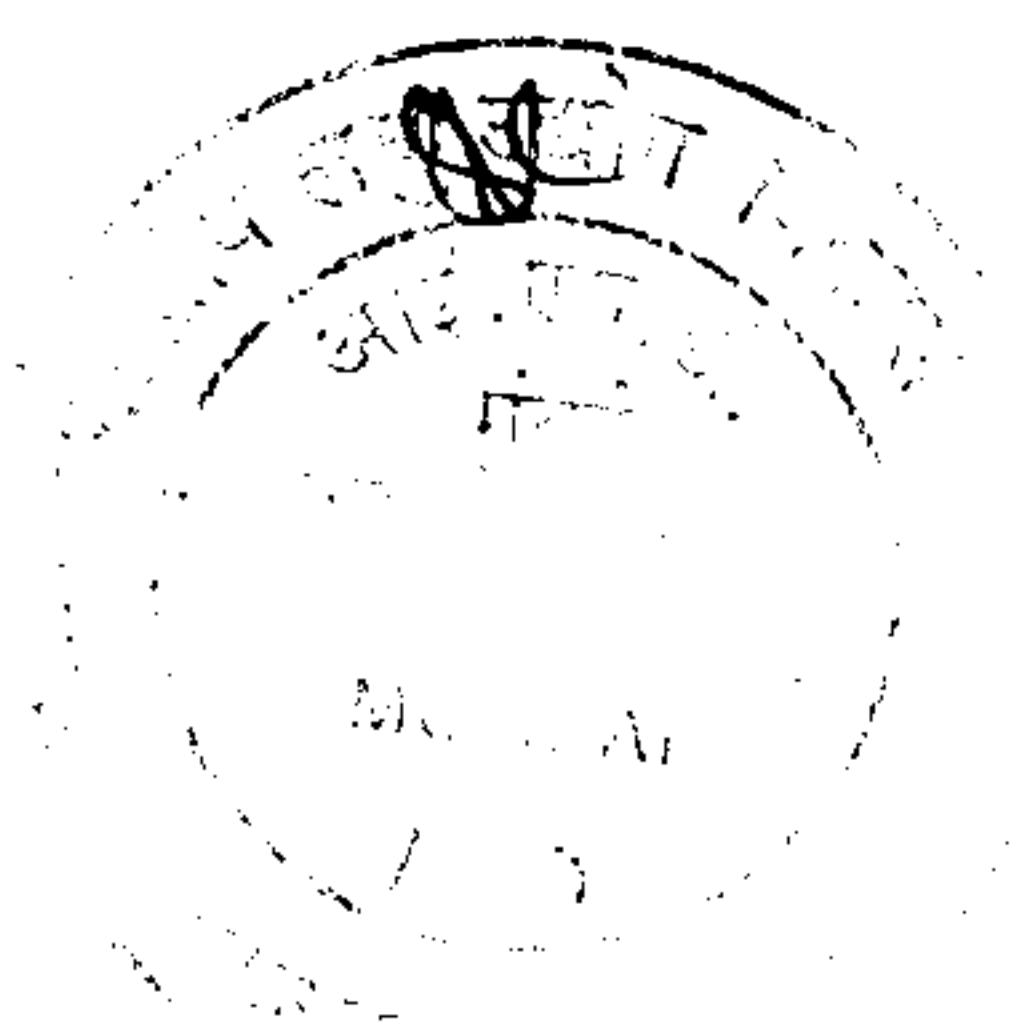
- Website should be developed as per project of scope within fifteen days of order. In case of failure, SIDBI will impose a penalty at the rate of 1% on development charges for each day to a maximum of 10% of the value of the monthly charges.

7. Professionalism – The SP should provide professional, objective and impartial advice at all times and hold the SIDBI's interests paramount and should observe the highest standard of ethics while executing the assignment.

8. Adherence to Standards –The SP should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities

9. In the eventuality of the selected Service provider not being able to perform the agreed tasks; mobilise the proposed team; discard the project midway, etc., SIDBI reserves the right to take appropriate action (including legal action; blacklisting the agency for any contract award by SIDBI or its partners, etc.) in addition to termination of the contract.

10. Termination –



- a. SIDBI may, at its sole discretion and at any time terminate the Contract and inform the SP of SIDBI's decision by written instruction to that effect after giving a notice of one month for the same. In the event of the Contract being so terminated, the SP shall take such steps, as are necessary to bring the Services to an end (including terminating any sub-contracts placed by the SP) in a cost effective, timely and orderly manner. In the event of termination of contract the vendor will assist in smooth migration to new vendor.
- b. Should the Services or any portion thereof not be carried out to the satisfaction of SIDBI as per the scope and hosting requirements or within the time specified in or under the Contract, SIDBI may, without prejudice to any other remedies, by notice in writing to the SP terminate the contract either in respect of the Services which have not been carried out in accordance with the contract at the time of such termination or in respect of all the Services to which the contract relates other than those carried out in accordance with the Contract before that time. In such case the SP shall not be entitled under the contract to payment of any amount by way of compensation.
- c. The Contract may be terminated by SIDBI by notice in writing to the Service Provider if at any time the Service Provider either directly or through their servants or agents or consortium partners commit any breach of their obligations hereunder or being an individual or, where the SP are a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order or administration order made against them or shall make any composition or arrangement with or for the benefit of their creditors or shall make any conveyance or assignment for the benefit of their creditors or if the SP being a company, an order is made, or a resolution is passed, for the winding up of the SP, otherwise than a member's voluntary winding up for the purpose of amalgamation or reconstruction (subject to the prior approval of SIDBI) or a receiver or administrator is appointed of the whole or any part of the undertaking of the SP, SIDBI may forthwith terminate the Contract.

11. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Guarantee in addition to other remedies available to it under the contract or otherwise if the selected SP fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.
12. The SP undertakes to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
13. The SP shall promptly notify SIDBI of any event or conditions, which might delay the completion of deliveries in accordance with the approved schedule and the steps being taken to remedy such a situation.
14. **Indemnity** – SP shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of the SP, its employees, its agents, or employees of the consortium partners in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

15. Any publicity by the SP in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.
16. SP should guarantee that the software and allied components used to service SIDBI are licensed and legal.
17. The SP is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority, and abide by directives issued by SIDBI that are consistent with the terms of the Contract. The SP is responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanors.
- 18. IPR Infringement** – As part of this project SP may use different software. If the use of any such software by / for SIDBI, infringes the intellectual property rights of any third party, SP shall be primarily liable to indemnify SIDBI to the extent of damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the conditions the claim relates to Software provided / used by SP under this project.
- 19. Limitation of liabilities** - Save and except the liability under “**Clause No. 20 -- IPR Infringement**”, in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of SP, arising at any time shall not exceed the total contract value.
- 20. Force Majeure:** The SP shall not be liable for forfeiture of its, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the SP and not involving the SP's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of SIDBI either in fires, floods, earthquake, strikes, lock-outs and freight embargoes.
21. If a Force Majeure situation arises, the SP shall promptly notify SIDBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by SIDBI in writing, the SP shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
22. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, SIDBI and the SP shall hold consultations with each other in an endeavor to find a solution to the problem.
23. Notwithstanding above, the decision of SIDBI shall be final and binding on the SP.
- 24. Resolution of Disputes:** SIDBI and the SP shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal discussions, SIDBI and the SP have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal

mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.

25. The dispute resolution mechanism to be applied shall be as follows:

In case of Dispute or difference arising between SIDBI and the SP relating to any matter arising out of or connected with this contract, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator mutually agreed upon by the parties hereto, from a panel of three (3) arbitrators suggested by SIDBI.

26. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

27. The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.

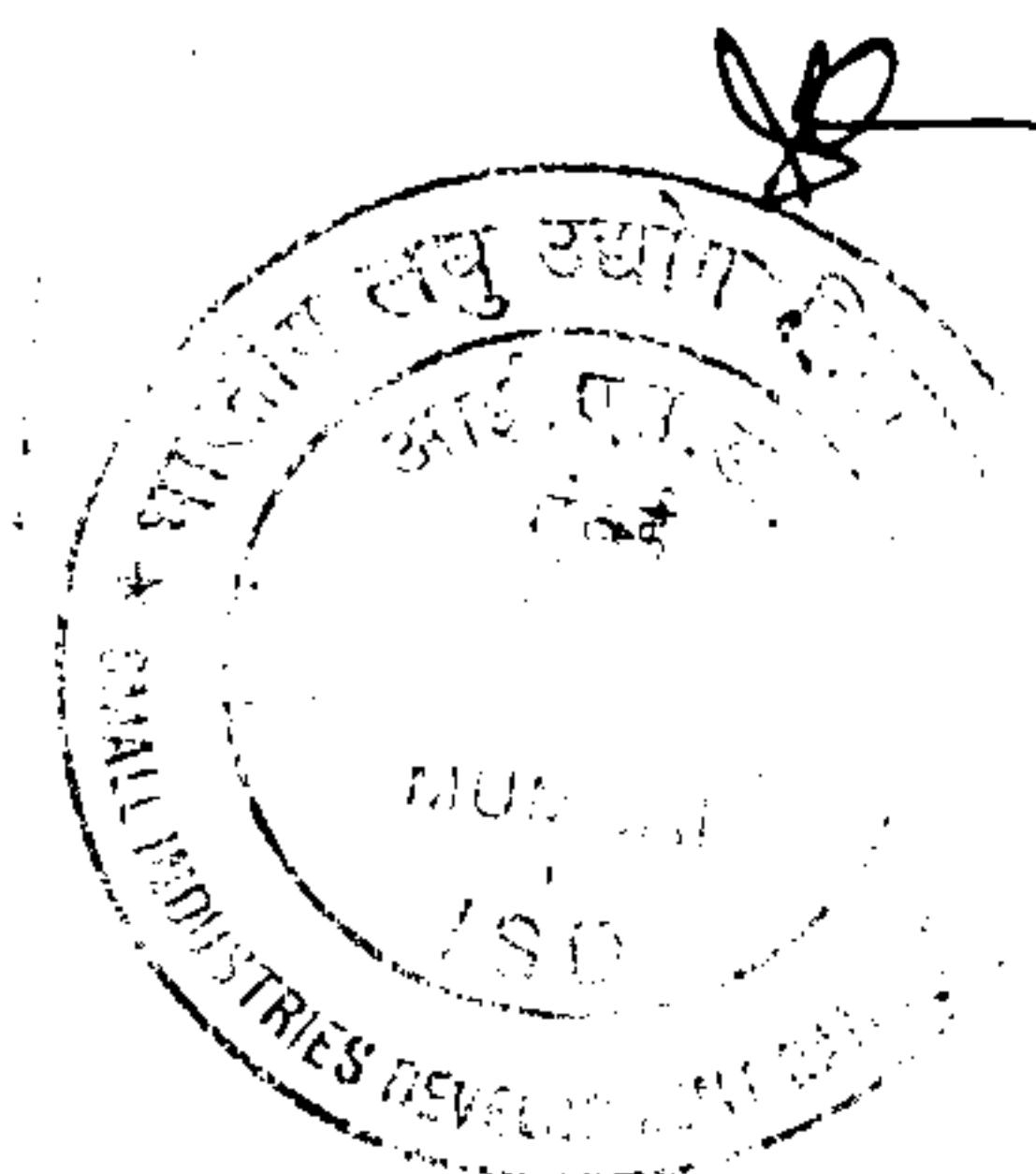
28. Applicable Law and Jurisdiction of court

The Contract with the selected SP shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Mumbai (with the exclusion of all other Courts).

29. No conflict between the SP and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

30. SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

31. ASSIGNMENT : Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the SIDBI.





माइक्रो यूनिट्स डेवलपमेंट एंड रिफाइनांस एजेंसी लिमिटेड
(सिडबी की सहायक संस्था)

MICRO UNITS DEVELOPMENT & REFINANCE AGENCY LIMITED
(A wholly owned subsidiary of SIDBI)
CIN : U65100DL2015PLC278078

Ref. No. : 432/MUDRA/web site

June 12, 2015

ESDS Software Solutions Pvt. Ltd.
B-24 & 25 NICE Industrial Area ,
Satpur MIDC,
Nashik – 422 007

Kind Attn: Ms. Prajakta Somani

Dear Sir / Madam,

Development and hosting of Mudra.org.in Website

This is in reference to order no. 133A/ISD/593 & 133/ISD/Mudra/593 for development and hosting of Mudra.org.in website. We appreciate the efforts of ESDS in development of well designed Mudra website within a record time.

अवदीय / Yours faithfully,

C. R. Sadagoban

C R Sadagoban
DGM(Systems)

Regd Office: Ground Floor, Videocon Tower, Jhandewalan Extension, E-1, Rani Jhansi Road, New Delhi - 110055.
पंजीकृत कार्यालय : भुतल, विडियोकॉन टावर, झंडेवाला एक्सटेंशन, ई-१, राणी झाँसी रोड, नई दिल्ली - 110055.

Corp. Office : MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051. Tel.: 022-67531100.
कार्यालय : एमएसएमई विकास केन्द्र, सी-११, जी-ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400051. टेली : 022-67531100.





महाराष्ट्र लोकसेवा आयोग

MAHARASHTRA PUBLIC SERVICE COMMISSION

बँक ऑफ इंडिया इमारत, ३ रा मजला, महात्मा गांधी मार्ग, हुतात्मा चौक, मुंबई ४००००१ | २२१०२२२२/२१०/१४८/२४८ फॅक्स : २२६७३९१५

Bank of India Bldg, 3rd floor, Mahatma Gandhi Road, Hutatma Chowk, Mumbai 400001 | 22102222/210/148/248 Fax : 22673915

ई-मेल - sec_mpsc@maharashtra.gov.in | वेबसाईट - www.mpsc.gov.in, www.mpsconline.gov.in

No. WEB-7211/C.R.09/2011/23.

Dated : 9th June, 2011.

Immediate

To,

M/s. ESDS Software Solutions Pvt. Ltd.,
Shop No-2, Behind Podar Bldg.
Novoraji Hill Road No.11,
Near Sandhurst Road Railway Station,
Mumbai – 400 009

Subject :- Development, Hosting and Maintenance of Website of MPSC.

Ref :- (1) Our Tender Notice of even number dt. 25th April, 2011
(2) Your Offer dt. 13th May, 2011

Respected Sir,

In continuation with Your Tender offer dated 13th May, 2011, I am directed to communicate the work Order for Development, Hosting and Maintenance of Website of MPSC. The Scope of the Work and Terms & Conditions should be as per the Tender Document. The agreement will be on case to case basis in accordance with the terms and conditions as mentioned in the tender document for Three years from 1st July, 2011. It should be noted that all the activities should be completed immediately and website along with Admin Panel should be made operational from **1st July, 2011**

2. It should be specifically noted that as per the tender document, all data, reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Vendor while performing the Services shall be the exclusive property of the Commission and the Vendor shall have no copyright or other interest therein, and upon sooner determination of the contract or Termination of the Engagement, the said documents and records shall be submitted to the Commission or disposed of as Commission may direct. Also, all the rights relating to intellectual property created during the development of website shall be with the office of MPSC and agency shall have no right whatsoever. After completion of contract, the data, content, pages shall be property of the MPSC Office.

3. Website should be multilingual i.e. in English and Marathi. The Website so developed should have Unicode compliant. Also the website should be hosted on dedicated server. The Compliance Certificate with respect to STQC Certification, WAG 2.8 Accessibility standard should be submitted within 1 month from the date of successfully developing and hosting the website.

4. You are requested to submit copy of performance SLA and availability SLA, along with details regarding security of the system in terms and firewalls, Secure VPN, etc. The terms and Conditions will be finalized after mutual discussion with concerned officials.

5. You are requested to submit copy of the draft Contract Agreement within 10 days from this Order as per the Annexure- 8 of the Tender Document. You are also requested to submit Confidentiality Certificate as per Para 4.5 and Warranty Certificate as per Para 4.6 of the tender form on appropriate stamp paper.

6....



6. You are also requested to submit Performance Security for an amount of 10% of the Contract Value or [REDACTED] whichever is higher, in favour of the Secretary, Maharashtra Public Service Commission within 10 days from the date of this Order as per the Annexure-9 of the Tender Document. Performance Security should be valid for a period of 4 Years and should be in the form of a Bank Guarantee.

7. In this job secrecy, accuracy and time-limit are the factors which form the essence of the contract. If for any reason your company fails to abide by the terms and conditions and instructions given from time to time by the Officers of the Tendering Authority monetary penalty at the discretion of the Tendering Authority will be levied.

8. As per Para 5.14.9 of the Tender document, you are requested to appoint Project Manager who shall act as a single point of contact with you during the conduct of the contract. Also as per Para 5.13.8 of the tender document, necessary arrangement for 24x7 telephone technical support should be made. All the contact details like Name, Address, Email, Landline and Mobile number should be invariably submitted as early as possible.

9. The Rate should be as per your offer dated 13th May, 2011. The payment will be made as per Para 3.1 of the Tender Document. Price escalation of any kind during Contract Period is not allowed under circumstances.

10. The Original Self declaration (Notorised Affidavit) as per Annexure – 3 of the Tender Document and downloaded Tender Document duly signed and stamped on each page should be submitted immediately.

Thanking you for your assistance & co-operation in this regard.

Yours faithfully,



(S. H. Awatade)
Under Secretary,
Maharashtra Public Service Commission





महाराष्ट्र लोकसेवा आयोग

MAHARASHTRA PUBLIC SERVICE COMMISSION

बैंक अफ इंडिया बँडग महाराष्ट्र, 3 ग मतला, महाराष्ट्र गवर्नर, हुतात्मा चौक, मुंबई 400001 | १२२६० ८७८० /९४८८८५०२२२२ फॉक्स : २२६७३९१५
Bank of India Bldg, 3rd floor, Mahatma Gandhi Road, Hutzlma Chowk, Mumbai 400001 | 2267 0210 / 148 / 248, 22602222 Fax : 22673915

E-mail : sec.mpsc@maharashtra.gov.in | वेबसाईट : www.mpsc.gov.in, www.mpscjobs.gov.in

No. WEB-7211/C.R.05/2011/23

Dated : 08th February, 2012

TO WHOMSOEVER IT MAY CONCERN

"Satisfactory Work Completion Certificate"

This is to certify that, the Maharashtra Public Service Commission's website was developed and completed by ESDS Software Solution Pvt. Ltd., The Website is currently maintained by ESDS satisfactorily as per the work order.




[P.M.Acharekar]
Deputy Secretary,
Maharashtra Public Service Commission





पावर फाइनेंस कॉर्पोरेशन लिमिटेड
POWER FINANCE CORPORATION LTD.

(भारत सरकार का उपकरण)

(A Govt. of India Undertaking)

(आई ऎस आरो. अ/001/2008 - प्रमाणित)

(ISO 9001:2008 Certified)

SPEED POST

PO No. 04 / 2016-17

No. 02:09:197:I:16-17:PFC_WEB

04.04.2016

ESDS Software Solution Pvt. Ltd.
 Plot No. B- 24 and 25, NICE Industrial Area,
 Satpur MIDC, Nashik 422 007
 Email Id: Peeush.malik@esds.co.in
sanchit@esds.co.in

Kind Attn: Mr. Peeush Malik (M No. 88888 77321)

Subject: Design, Development & Maintenance of PFC Website.

Dear Sir,

This has reference to the bid submitted against Tender No. 02:09:197:I:15-16:PFC_WEB dated 16.10.2015 and your letter dated 28.03.2016 regarding Design, Development & Maintenance of PFC Website. We are pleased to award you the contract of Design, Development & Maintenance of PFC Website at a total price of Rs. 11,29,800/- + applicable taxes with details as explained below.

S. No.	Item Description	Qty.	Unit Price (Rs.) (Ex. Taxes)	Total amount (Rs.) (ex. taxes)
1	Design and Development of Website, Website Audit by CERT-in Empanelled Auditor, STQC certification and One Year Post Implementation Warranty	1		
2	Annual Maintenance charges for two years after completion of warranty period	2		
3	Cost of Annual Website Audit by CERT-in Empanelled Auditor and STQC certification post warranty	2		
Total				11,29,800/-

Terms & Conditions:

1. Above prices are exclusive of applicable taxes which shall be paid on actual basis with each invoice.
2. **Work Schedule:** The work under the scope of this specification shall be completed within the following time-lines reckoned from the date of Letter of Award for each of the Mile Stone activity as follows:
 - i) Completion of design & development of website and approval by PFC within 3 months
 - ii) Completion of Website Security Audit by Cert-in empanelled agency and hosting of website at NIC Server within 4 months
 - iii) Completion of STQC Certification and acceptance by PFC within 5 months
3. **Warranty and AMC:** The Comprehensive on-site warranty and AMC will be provided in accordance with Clause 10.0, Annexure – III (Section – DTS) of Tender Document.

पंजीकृत कार्यालय : "उर्जानिधि", 1, बाराखंबा लेन, कनॉट प्लेस, नई दिल्ली - 110001 दूरभाष : 23456000 फैक्स : 011-23412545

Regd. Office : "Ujanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001 Phones : 23456000 Fax : 011-23412545

वैबसाइट / Website : www.pfcindia.com • CIN : L65910DL1986GOI024862



4. **Payment:** The terms of payment would be as under:-
- i) **For S.N. 1 of BoQ at Annexure-III A**
 - a. 50% of the value (plus service tax thereof, less deductions, if any) would be released on getting the Website Security Audit Certificate, successful hosting on NIC Server and submission of invoice along with satisfactory performance certificate from the MS Unit of PFC.
 - b. 30% of the value (plus service tax thereof, less deductions, if any) would be released on getting the STQC certificate for compliance of GIGW and submission of invoice along with satisfactory performance certificate from the MS Unit of PFC
 - c. Balance 20 % of the payment shall be released in four equal installments. i.e., 5% on completion of each quarter during warranty period on submission of invoice along with satisfactory performance certificate from the MS Unit of PFC and handing over the Functional Source Code to MS Unit of PFC.
 - ii) **For S.N. 2 of BoQ at Annexure-III A**

The post warranty cost of AMC of the website for two years shall be payable on pro-rata quarterly basis after successful rendering of services in each quarter and on submission of invoice along with satisfactory performance certificate from the MS Unit of PFC and Functional Source Code to MS Unit, PFC.
 - iii) **For S.N. 3 of BoQ at Annexure-III A**

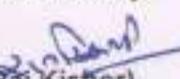
Cost of Annual Website Audit by CERT-in Empanelled Auditor and STQC certification post warranty shall be payable on actual basis on completion and submission of invoice along with satisfactory performance certificate from the MS Unit of PFC.
 - iv) **For Optional items at Annexure-III B**

The Man-days Rate for Additional New Development during the concurrency of Contract at Rs. 3,510/- + applicable tax per man-day and cost of Photo- shoot session at Rs. 25,000/- + applicable tax shall be payable on actual basis (if these items are operated upon). Details of new development and invoice(s) will be verified by MS unit along with satisfactory performance for release of payment.
5. CPG for 10% of total contract value shall be submitted within 10 (ten) days of issuance of LoA. The CPG shall be valid up to three months beyond completion of warranty period.
6. Your representative shall have to co-ordinate with MS Unit representative of PFC.
7. The Bill for the above is to be raised in favor of "Power Finance Corporation Ltd., New Delhi".
8. In addition to above, tender terms and conditions shall form part & parcel of this PO

You are requested to return one copy of this letter duly signed in token of unequivocal acceptance of above PO.

Thanking you,

Yours faithfully,


(Raj Kishor)
Manager (Admin)





पावर फाइनेंस कॉर्पोरेशन लिमिटेड
POWER FINANCE CORPORATION LTD.
(भारत सरकार का उपक्रम)
(आई.एस.ओ. 9001:2015 प्रमाणित)
(A Govt. of India Undertaking)
(ISO 9001:2015 Certified)

Reference No.: 02:05:JPS:I:2020:WEBSITE:001

Date: 28th May, 2020

COMPLETION CERTIFICATE

To,

The Relationship Manager,
ESDS Software Solution Pvt. Ltd.
Plot No. B-24 & 25, NICE Industrial Area,
Satpur MIDC, Nashik-422007

Kind Attention: Mrs. Simran Kaur, Relationship Manager

Sub: Satisfactory Completion Certificate of Design, Development and Hosting of PFC Website

Dear Madam

It is to certify that the **Design, Development and Hosting of PFC Website www.pfcindia.com** has been completed successfully having Reference P.O. Number: **04/2016-17 dt. 04/04/2016** to our satisfaction on **31/03/2019** covering **CERT-IN audit and Standardisation, Testing and Quality Certification (STQC)**.

Warranty of the website has been completed on **31/03/2020** and it is currently under Annual Maintenance Contract (AMC) for 2 years w.e.f. **01/04/2020** to **31/03/2022**.

With warm regards.

Jay Prakash Singh

General Manager (MS)

जय प्रकाश सिंह/JAY PRAKASH SINGH
प्राक्षसंचयक (गेनरल मैनेजर) /General Manager (MS)
पावर फाइनेंस कॉर्पोरेशन लि. / P.F.C. Ltd.
"उर्जानिधि", 1, बाराखबा लेन, कनौट प्लॉस,
नई दिल्ली-110001/New Delhi-110001



LOA No. EdCIL-IMS-IS-Website/LOA/2016

Date: 21st September 2016

M/s ESDS Software Solutions (P) Limited
 426, 4th Floor, DLF Tower, Shivaji Marg
 New Delhi - 110 015

Subject: Development of Bilingual Corporate Website and Intranet for EdCIL

Ref.: (i) Open Tender Reference No. EdCIL-IMS-IS-Website/2015 dated 04/05/2016
 (ii) Your Bid Offer No. NIL dated 26/05/2016

Dear Sir,

With reference to your offer at (ii) above, the Competent Authority has approved to award the job of Development of Bilingual Corporate Website and Intranet for EdCIL as per the terms & conditions mentioned in this LOA and bid document. The brief details of the work awarded are as under:

1. Name of the work: Development of Bilingual Corporate Website and Intranet for EdCIL.
2. Scope of Work: The scope of work is attached at Annexure - I.

3. Value of the Work: The activity wise value of work is mentioned as under:

Sl.No.	Activity	Amount (Rs.)
1	Bilingual Website Development with 1 Year warranty from the date of successful delivery and hosting	
2	Bilingual Intranet Development with 1 Year warranty from the date of successful delivery and hosting	
3	Security Audit by empanelled Cert-IN Agency for Website Development	
4	Security Audit by empanelled Cert-IN Agency for Intranet Development	
Total Cost (In figure)		17,55,000/-
Total Cost (In words)	Rupees Seventeen Lakh Fifty Five Thousand Only	

Taxes as applicable shall be paid extra.



“हिन्दी में पत्राचार का हम स्वागत करते हैं।”

निगमित कार्यालय: एडसिल हाउस 18ए, सेक्टर 16ए, नोएडा-201301 (भारत) ■ Corporate Office: Ed. CIL House, 18A, Sector 16A, NOIDA-201301 (INDIA)

दूरभाष/ Tel : 2512001-006 फैक्स/Fax : 95-120-2515372 ई-मेल/E-mail: root@edcil.co.in

पंजीकृत कार्यालय: विजया बिल्डिंग, पांचवां तला, 17-बाराखम्बा रोड, नई दिल्ली-110001 ■ Regd Office: Vijaya Building, 5th Floor, 17-Barakhamba Road, New Delhi-110001



4. Deliverables, Time and Payment Schedule:

Sl.No.	Deliverable	Project Execution Life Cycle	Payment Schedule
1	Development of Bilingual Corporate website & Intranet for EdCIL.	Attached at Annexure - II	(i) 80% payment would be released after successful completion of development and hosting of website and intranet, including security audit against the satisfactory report certified by authorized official of EdCIL. (ii) 20% payment after 90 days, of 'Going Live', on satisfactory performance of the website and intranet as certified by authorized official of EdCIL.

5. Performance Bank Guarantee

The Performance Bank Guarantee (as per Annexure 7 of the bid document) issued from a Nationalized bank in favour of "EdCIL (India) Limited", equivalent to 10% of the contract value valid for a period of 90 days after the completion of the project to be deposited within 15 days of issue of Letter of Award. The PBG shall be in the form of Bank Guarantee. This Performance Bank Guarantee shall be retained throughout the currency of the contract and may be extended by the bidder from time to time.

6. Acceptance Test

The acceptance test may be carried out as mentioned in proposed contract terms of the tender document at point number 26 of item number 10.1 of General Condition of the bid.

7. Audit by Third Party

EdCIL at its discretion may appoint third party for auditing the activities of software development, onsite services and operations of entire services provided to the EdCIL. The Service Provider will provide full access and cooperation to enable this Audit by a third party empanelled with Cert-IN in warranty and AMC period.

8. Special Terms and Conditions

- The exact scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the firm.



- The Service Provider shall have to carry/ demonstrate complete System Test Run (STR) with test data to the EdCIL before implementation.
- The service provider should have adequate arrangement for contingency situations.

9. Intellectual Property Rights

No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien. The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project. EdCIL should be indemnified against any claim arising from such infringement.

10. This LOA is treated as agreement till a formal agreement is signed.

Acceptance of offer may be communicated within 10 days of receipt of LOA. Work may be commenced at the earliest.



Development of Bilingual Corporate Website & Intranet for EdCIL

Terms of Reference

(I) Client Requirement:

The client requirements can be summarized under the following points:

- Redesign the Website so that it becomes accessible to the target audience covering multiple geographical user locations who may access the website through various different devices like Smartphone, ipads and laptops. This will be a Bilingual Website.
- To use this website as a platform to impart accurate, up-to-date information about its services in the Education Sector as a corporate entity with focused sections related to Products, Enrolment / Membership, Legal, Tender documents, Reports, Press and feedback among others.
- Easy to navigate, attractive design which is fast to download. This will be a responsive design.
- The Website may have different URL's / micro-sites pointing to the same main umbrella corporate site and its relevant inner pages.
- NET based CMS (Content Management Solution) in the backend will be provided to manage content for modules on Product information, integration with SQL database for Investors section, news, articles, view registered users database, generate newsletters, announcements, press releases etc.
- Content Editing & collation of content from various sources under EdCIL directions.
- Proactive Site Maintenance which includes future proofing the site against changes in technology.

(II) Project Scope-Executive Summary

The project will have the following scope of work:

- (i) Redesign of the EdCIL Website + Intranet
- (ii) Programming of some new features and CMS in .NET & SQL platform
- (iii) Collation & Content Editing
- (iv) Deployment on Windows based Web Server
- (v) Site Maintenance

(III) Structure for the Proposed Website (Bi-lingual)



The website should be an extremely engaging, dynamic and business transacting corporate website fully addressing the organization and positioning requirement of the company. A broad layout suggestion is given as under:-

About Us	<ul style="list-style-type: none"> Home Page will act as a gateway to other sections • Overview • Vision and Mission • Board of Directors • Management Team • Alliances • Why Edcil • Edcil Code of Conduct • Ticker on Latest News
Business Verticals	<ul style="list-style-type: none"> • To cover the entire Product Information
From the Chairman's Desk	<ul style="list-style-type: none"> • Message
CMD's Blog	<ul style="list-style-type: none"> • Suggestions & Ideas
Organization Structure	<ul style="list-style-type: none"> • Key personnel
Key Clients	<ul style="list-style-type: none"> • Descriptions of prominent Projects executed in the past
Successful Projects	<ul style="list-style-type: none"> • Case Studies with descriptors
Study in India / Admissions	<ul style="list-style-type: none"> • Why study in India • Procedure for Foreign Students • Providing Study in India related to Information • Placement Forms • Students information • Study in India Campaign Fair Information
Information for Students	<ul style="list-style-type: none"> • Announcements • News • Upcoming Events
RTI / Legal Documents	<ul style="list-style-type: none"> • RTI Rule and Bye Laws <ul style="list-style-type: none"> - Business Rules - Rules - Bye Laws • Circulars/Tenders • Regulations and Procedures
Career	<ul style="list-style-type: none"> • Current Openings • Work Culture • Console to Upload New Job Openings
Financial Results	<ul style="list-style-type: none"> • Year-wise Annual Reports • Financial Reports
Citizen Charter	<ul style="list-style-type: none"> • Information with Feedback
Placement Forms	<ul style="list-style-type: none"> • Details of Placement Procedure



Resource Center	<ul style="list-style-type: none"> • Reports • Papers/ Articles • Presentations • Training and Capacity Building
Media Room	<ul style="list-style-type: none"> • News • Press Release • Corporate Video • Monthly Bulletin • Events • Photo Gallery • News letter subscribe
Consultant Corner	<ul style="list-style-type: none"> • Login • Registration • View Application Status • Edit Profile • Database
CSR	<ul style="list-style-type: none"> • Current Initiatives • CSR Activities
Tenders	<ul style="list-style-type: none"> • New / Archives
Skill Development	<ul style="list-style-type: none"> • Training Details
Registration / Subscribe	<ul style="list-style-type: none"> • Vendor Registration • Bulletin • Emailers
Social Media	<ul style="list-style-type: none"> • Facebook, Twitter ,Google + and You Tube account page development & updation continue/promotion
Misc	<ul style="list-style-type: none"> • Special Events Theme updation on Home Page • Online Vigilance, Contact Us, Site Map, Disclaimer, Hit Counter

Target Audience: Registered Members, Government Bodies, Principals, Partners, Investors, Job Seekers, Media.

Site Objective: Website to have a better design layout & responsive based on new Web design trends/

Design Treatment: Responsive design layout based on HTML 5. Wide display, more spacious, larger display of pictures and brand information.

(IV) Structure of the Intranet (Bi-lingual)



(The bidder is however welcome to add and classify features and recommend any extremely efficient, modern operationally efficient and engaging intranet website).

- Intranet Development (Employee Corner)
- Each Department Information
- Hierarchy Chart
- Employee Profile Page
- Software Link
- Circulars/ manuals
- Flash News
- Coming Events
- Photo Gallery/Video
- EdCIL Rules & Forms
- Phone Directory
- Today's Hindi word/Sentence (English)
- Chat room
- EdCIL knowledge bank.
- Alumni Information.
- The Intranet Portal should be CMS based and Administrator will be able to add/edit/delete records/Circular/Photo Gallery /Rules/Forms/Phone Directory.
- Special Events Theme updation on Home Page
- Intranet Area should be allowed by authentication by user id & password
- Login Trail should be maintained on every page.
- Intranet should provide the functionality of Login, change password of every user with LDAP

(V) The Website & Intranet should also have the following features:

The dynamic website shall contain other features like video clips, animation, etc which will add value to the EdCIL website. Video clips will only be given by EdCIL. Animation etc. will be required to be done by the agency.

- Bi-lingual support: Content of both languages English & Hindi can be managed from the same control panel.
- Browser compatibility: The web site will be compatible to run on computers having Chrome, Vista, Windows 7, Windows 98, Win2K, WinXP, WinMe, Linux or Mac platforms and browsers IE9+, Mozilla Firefox and Safari.
- Auto Archival Policy should be in Career, Tender and Media Dossier section .
- The Sections like 'whats new', 'latest updates/Flash News', 'Tender', 'Career' and Photo Gallery etc. must be dynamic
- Website should be compatible for mobile/Smartphones so that website can work on any mobile/Ipad without any issues.



- Portability: The application at each layer must be portable across all operating systems, and run-time environments. The services provided at each layer must be easy to manage.
- Liquid Layout: The website pages should have liquid layout such that web site pages adjust to the resolution of a computer monitor.
- Web compatibility: The web site should easily render on various resolutions, screen sizes, and browsers; and with the increasing popularity of mobile devices, websites should function properly on these types of devices.
- Web Optimization: EdCIL site should be optimized so that search engine like Google etc displays it in its top listing when the on key search words result display.
- Pro-active site Security enhancement to divert any malicious activity on the site. Employing various programming & deployment techniques including email alerts will ensure this.
- Email alerts will be sent to the web master on occurrence of any error on the site
- Technologies: The site should be developed using the latest web technologies on Microsoft platform ie .NET, MS SQL on the servers-side while HTML5, CSS, J Query & AJAX on the client-side to build the applications.
- Video Clips: The dynamic website shall contain other features like video clips, animation etc which will add value to the Edcil Website.
- Website Security Audit: EdCIL Website is required to be audited once before hosting the website at CDAC Server or any other server and every year during the concurrency of the contract by an agency empanelled on the CERT-in. All the vulnerabilities will be mitigated and action taken report will be submitted to IS Unit of EdCIL. The vendor shall also obtain the security clearance certificate from Cert-in empanelled auditor and handover the same to IS Unit of EdCIL.
- Indian Copyright & Trademark Act: The agency shall strictly comply to all statutory acts related to Indian Copyright 86 Trademark act for all images and articles available on EdCIL website.
- Metadata Insertion: Can be inserted for each page or globally, and for different languages
- CSS Styled Content: All aspects of the core functionality can be styled on the website. Most extensions can be styled through CSS. eg. Online Administration: All administration should be handled online via a web browser.
- Audit Trail: Administrators should have access to log where they can view changes that have been made to the database.
- Site Map: A hierarchical visual model of the pages of a Web site. Site maps help users navigate through a Web site that has more than one page by showing the user a diagram of the entire site's contents.
- Ability to dynamically create/update/delete contents. Manage all content types (text, images, documents, audio and video).
- Every page should display a time stamp indicating the date and time on which the content was last updated.



- The contents of the site should be readable with default standard fonts. Font property should be such that the text must be readable both in electronic and print format and the page must print correctly on A4 size paper.
- Development of Website Statistics Module This should help IS Unit of EdCIL in generating daily, weekly and monthly website traffic analysis reports with stat issues like most visited pages, most active hours, average time spent, search keywords used, etc and along with analysis of the same. Each page should have a website counter to indicate the no. times the page was viewed. The website statistics panel should also have features to indicate the no. of times a web page was viewed by providing the parameters such as from date, to date and the page name.
- Website Review Meetings The agency shall review the website with EdCIL every two months to suggest the improvements, thrash out any technical snags and discuss any logistic improvement. A formal meeting shall be held in EdCIL premises every two months to discuss these issues with the IS Unit of EdCIL. Vendor will incorporate the changes/improvements emerges out of the review meeting after written communication from EdCIL. This review meeting work will be valid during AMC period.
- Handing over of the complete source code of the final and functional website to EdCIL IS Unit.
- Development Environment
 - a. The .Net Frame work ASP.Net 4.0 / higher with C# should be used in front end.
 - b. The backend engine must be MS SQL Database Server 2008/12.
 - c. During development the website should be hosted on windows server 2012 R 2 with IIS Web server and MS SQL server.
 - d. Have standard interface capabilities (standards like ISO, XML, web services).

(VI) Vendors/Developer Responsibility:

Vendor would be required to provide services as indicated below

- Design & Development of website as per specifications in this document.
- Design & Development of website for Bi-lingual Contents in Unicode Format.
- The static contents and database driven contents should to be displayed in English and Hindi.
- Mapping of the existing content, Editing, Formatting of Documents and Conversion in web pages for both English & Hindi Version.
- Content editing, proof reading, consistency checking for hosting material on website.
- Provision of Web based Content Management System.
- Remove or assist in removing the vulnerabilities reported by hosting service provider/CDAC on website developed by the vendor, even after handing over the website to EdCIL.
- Hosting of website on CDAC server or any other designated web hosting server as decided by EDCIL and launching of the website.



(VII) Indicative Deliverables

This section provides indicative deliverables. However actual deliverables will depend upon project specific requirements and will be finalized in consultation with IS unit of EDCIL.

- SRS
- System Manual
- User Manual
- Data Backup/ Archival Process
- Handing over of the Source Code as implemented and as modified at the end of each quarter
- Security Audit and Clearance Certificate from CERT-IN empanelled auditor

(VIII) Bidder/Developer responsibility during Warranty/AMC period

- Regular content Updation & additions
- Bug Fixing as per security Audit recommendations
- Modification of Photo gallery
- Modification of Flash Photographs on Home Page
- Home page and inner page changes as per review meeting decisions taken
- Facebook, Twitter ,Google + and You Tube account page & updation continue/promotion
- Banner updatons
- Onsite Support will be provided with the Webmaster deployed at Edcil to undertake all Website updation activity



Development of Bilingual Corporate Website & Intranet for EdCIL

Project Execution Life CycleThe Website development and go Live should be completed in 4 months.

Phases	Details	Remarks
PHASE 1 Pre-Development: This phase requires high level of interaction with the (core team)		
Week 1	a) Material Collection/Sourcing b) Client Interactions c) System Analysis Start	Client to give full access for required inputs and meetings
Week 2	Details: Meetings to be scheduled by vendor with various HOD's/ team (HOD's or their representatives to provide brief and input material in form of brochures, catalogues, flowcharts, photographs etc.)	Sign off by client
Week 2-3	a) System Analysis Continues b) Template Design initiation c) Technology / Architecture freeze d) Interactions <u>Details</u> - Any remaining interaction with client/ clarification on input material continues. - Agency compiles the input material - Site template layout and structure preparation	Clarifications and suggestions would be sought at this stage followed by submission of Site Structure & Home Page Layout. Sign off by client
PHASE II Development: The phase involves module wise construction of HTML pages based on the Blueprint and templates. Each Module will be individually shown to the Client to seek suggestions and approvals. Once approved, the module will be sent for site integration.		
Week 4-6	Week 4 (Design) - Copy editing - HTML conversion - Creation of Graphics	- Regular feedback from EdCIL - Demonstrations to EdCIL



	<ul style="list-style-type: none"> - Module wise page construction Database Schema Week 5 (Programming) - Module wise Programming - Page wise integration - Database connectivity - CMS Connectivity Week 6 (Integration) - Site integration - Beta Testing/Debugging 	
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PHASE III Post-Development: The phase involves Final Testing & User Acceptance Testing of the site by the on the demonstration server. Deployment & Documentation of the site would follow.

Week 7-14	Week 7 -14 <ul style="list-style-type: none"> • Final Testing User Acceptance Testing • Meta Tagging • Deployment • Testing Week 8 - 9 <ul style="list-style-type: none"> • Documentation • Training on BackOffice & Site Usage • Promotion and Publicity under various search engines 	Client to approve the finally integrated web site Hosting of Final Web Site Hosting of Final Website & Site Launch
	Intranet Development	Submission of Site documentation and Training on Site Usage Sign off by Client
Week 8-14		Planning, programming & Training and Deployment



Completion Certificate

This is to certify that ESDS Software Solution Pvt. Ltd has successfully completed work of Development of Bilingual Corporate Website and Intranet for EdCIL (India) Limited.

ESDS's performance is satisfactory and their technical team has shown commitment in service.

Thanking You,

Gazethar

(G S Sreedhar)

DGM(15)

जी. एस. श्रीधर / G. S. SREEDHAR
द्वारा दिल्ली के अधिकारी / Dy. General Secretary
ए प्रियत (प्रियत) संस्थित / Edt., [निष्ठा] L-
एक सम्प्रवाचन का अध्ययन / A Study of Some
एक सम्प्रवाचन, अनु-१२, दिल्ली ११०००५, प्रियत /
प्रियत संस्थित द्वारा / No. 101 M-1 P-1

Date: 09-09-2019

Place: NOIDA



M.S. PATIL
ESOFT SOFTWARE SOLUTIONS LIMITED
NASHIK



दिल्ली मेट्रो रेल कॉर्पोरेशन लिटी DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

No. I-02001(01)/89/2020-IT/

Dated: 28.11.2020

LETTER OF ACCEPTANCE

To,

ESDS Software Solution Pvt. Ltd.
Plot No. B-24/25 NICE AREA, MIDC SATPUR
Nashik, Maharashtra, 422007

Sub: Contract – CMRSP20: Design, Development and Maintenance of Online Portal for Submission of Sanction Applications to Commissioner Metro Railway Safety

Ref: (i) DMRC Tender CMRSP20 including Addendum 1 dated 15.07.2020, Addendum 2 dated 21.07.2020n and Addendum 3 dated 31.07.2020.
(ii) Your offer for the above captioned tender submitted on 06.08.2020
(iii) Your response to post bid queries dt 21.10.2020

Dear Sir,

We are pleased to inform you that Delhi Metro Rail Corporation Limited (DMRC) has accepted your offer submitted for the above captioned as set out in the Scope of Work as defined in CMRSP20 tender documents, for a total Lump sum price as indicated below:

INR 95,99,342/- (Ninety-Five lakh, ninety-nine thousand, three hundred and forty-two only)

Details of prices are attached at Annexure-A to this letter.

1. The Tender prices are fixed lump sum price inclusive of all central/state/local taxes, duties, levies, Cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax /GST/Labour Cess etc.
2. The above price is subject to adjustment in accordance with the provision of contract document.
3. The resulting Contract for CMRSP20 will consist of and be constituted by the Letter of Acceptance together with:
 - a. Employer's Requirements- Particular Specification consolidated incorporating clarifications in response to queries
 - b. The Special Conditions of Contract (Tender Document)
 - c. The General Conditions of Contract (Tender Document)
 - d. Notice of Invitation to Tenderers and Instructions to Tenderers (Tender Document)
 - e. The Contractor's proposals submitted on 06.08.2020
 - f. Your response to post -bid queries dated 21.10.2020
4. All the works will be executed in accordance with the conditions, specifications and standards stipulated in the tender and any qualifications to the Employer's Requirements, General and Special Conditions of Contract submitted by you with your tender and subsequent letters shall be deemed to be removed by you and shall have no effect whatsoever.
5. It may be noted that the rate accepted shall remain fixed and final till satisfactory completion of work.



(मेट्रो भवन, फायर ब्रिगेड लेन, वाराखम्बा रोड, नई दिल्ली-110001)

Metro Bhawan, Fire Brigade Lane, Varakhmba Road, New Delhi-110001
Page 184 of 465

You shall furnish; on issue of the letter of Acceptance-

Performance Security, Contractor's Warrantee as applicable in the stipulated format, as per clause F5 of ITT.

5. It may be noted that in the event of your failure to communicate your acceptance within seven days Here of, this letter of acceptance shall automatically stand lapse entirely at your risk and responsibility without prejudice to other rights and remedies that may be available to the corporation in this regard.

Time of Completion:

6. The work should start from 30.11.2020 which would be treated as Notice to Proceed as per ITT clause C8.2. Time for completion of work in all respect is within 84 months including 4 months of development, testing and hosting of Software.
7. You shall also undertake not to use information gained in the Contract for any purpose without obtaining the prior approval of DMRC and shall not make any public announcement or divulge any material relating to the project both in India and overseas without the prior written consent of DMRC.
8. This Letter of Acceptance shall form part of the Contract Agreement to be signed later and shall be binding as Contract Agreement till detailed agreement is signed.
9. Please take necessary action as required vide clause F4 of Instructions to Tenderers (ITT) for signing of contract agreement.
10. The work shall be completed as per "Key dates" mentioned in Tender.
11. The Letter of Acceptance is sent to you in duplicate. You are required to return one copy duly signed on all pages indicating your unconditional acceptance thereof so as to reach the undersigned within seven days of issuance of this letter.

Thanking You,

Yours Sincerely,



(Saurabh Sharma)

SAURABH SHARMA
Sr.OGM/IT

For OMRC Ltd.
Delhi Metro Rail Corp. Ltd.
Metro Bhawan, Fire Brigade Lane,
Banskhamba Road, New Delhi-110001



Bill of Quantities (BOQ)

Sl. No.	Item Description	Quantity	Units	BASIC RATE (including GST) In Figures To be entered by the Bidder in Rs.	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1	Part A: Development of Software as per scope of work	1	Nos.	21,15,249	21,15,249	INR Twenty-one Lakh Fifteen Thousand Two Hundred & Forty-Nine Only
1	Part B: Hardware for implementation of onsite archival system & 5-year onsite support and warranty back lined with O&M, for supplied software OR Hosting and support charges for cloud based archival system for 5 years (as per Clause 6.10 of Particular Specifications)	1	Nos.	4,98,113	4,98,113	INR Four Lakh Ninety-Eight Thousand One Hundred & Thirteen Only
3	Part C: Annual support for Cloud based hosting and services (minimum 2 TB storage)	5	Nos.	5,85,752	29,28,760	INR Twenty-Nine Lakh Twenty-Eight Thousand Seven hundred & Sixty Only
4	Part D: Annual support for software developed	5	Nos.	3,86,644	19,33,220	INR Nineteen Lakh Thirty-Three Thousand Two Hundred & Twenty Only
5	Part E: Annual charges for one manpower positioned at DMRC office for support	5	Nos.	4,24,800	21,24,000	INR Twenty-One Lakh Twenty-Four Thousand Only
Total in Figures					9599342.00	INR Ninety-Five lakh, ninety-nine thousand, three hundred and forty-two only





दिल्ली मेट्रो रेल कॉर्पोरेशन लिटी DELHI METRO RAIL CORPORATION LTD.

(मारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

DMRC/IT/CMRSP20/WEC

14.09.2023

WORK EXPERIENCE CERTIFICATE

(For Ongoing Works)

1.	Name of the Work & Contract No.	Contract-CMRSP20: Design, Development and Maintenance of Online Portal for Submission of Sanction Application to Commissioner Metro Railway Safety
2.	LOA No. & Date	1. I-02001(01)/89/2020-IT Dated 28.11.2020. 2. DMRC/IT/CMRSP20/Variation Dated 13.07.2022
3.	Name of the Contractor & Address	ESDS Software Solution Ltd. Address: Plot No. B- 24 & 25, NICE Industrial Area, Satpur MIDC, Nashik.
4.	Joint Venture/Consortium along with % share of all members (as per MOU)	NA
5.	Contract Price	1. Original Contract Value 2. Revised/Final Contract Value
6.	Value of actually executed works (as on date of issue of certificate)	INR- 59,15,945/-
7.	Stipulated date of commencement of works	30.11.2020
8.	Stipulated date of completion	30.03.2026
9.	Details of EOTs	1st Extension of Time – 18/08/2023
10.	Scope of Work	Design, Development and Maintenance of Online Portal for Submission of Sanction Application to Commissioner Metro Railway Safety
11.	Status of work along with overall % progress achieved till date	Physical Progress: The online portal was designed, developed, and made live on 16.08.2021. It is currently in the support and maintenance phase. Financial Progress: 55.78% of the payment has been released.
12.	Liquidated Damages levied for delay if any	No
13.	Overall Performance of partially completed portion of work	Satisfactory.

This Certificate is being issued for business development purposes on the request of the contractor.

(Saurabh Sharma)

For and on behalf of Delhi Metro rail Corporation Ltd.



(मेट्रो भवन, फायर ब्रिगेड लेन, बाराखम्बा रोड, नई दिल्ली-110001)

Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001



महाराष्ट्र लोकसेवा आयोग

MAHARASHTRA PUBLIC SERVICE COMMISSION

बँक ऑफ इंडिया इमारत, ३ रा मजला, महात्मा गांधी मार्ग, हुतात्मा चौक, मुंबई ४००००१ | २२१०२२२२/२१०/१४८/२४८ फॅक्स : २२६७३९१५

Bank of India Bldg, 3rd floor, Mahatma Gandhi Road, Hutatma Chowk, Mumbai 400001 | 22102222/210/148/248 Fax : 22673915

ई-मेल - sec_mpsc@maharashtra.gov.in | वेबसाईट - www.mpsc.gov.in, www.mpsconline.gov.in

No. WEB-7211/C.R.09/2011/23.

Dated : 9th June, 2011.

Immediate

To,

M/s. ESDS Software Solutions Pvt. Ltd.,
Shop No-2, Behind Podar Bldg.
Novoraji Hill Road No.11,
Near Sandhurst Road Railway Station,
Mumbai – 400 009

Subject :- Development, Hosting and Maintenance of Website of MPSC.

Ref :- (1) Our Tender Notice of even number dt. 25th April, 2011
(2) Your Offer dt. 13th May, 2011

Respected Sir,

In continuation with Your Tender offer dated 13th May, 2011, I am directed to communicate the work Order for Development, Hosting and Maintenance of Website of MPSC. The Scope of the Work and Terms & Conditions should be as per the Tender Document. The agreement will be on case to case basis in accordance with the terms and conditions as mentioned in the tender document for Three years from 1st July, 2011. It should be noted that all the activities should be completed immediately and website along with Admin Panel should be made operational from **1st July, 2011**

2. It should be specifically noted that as per the tender document, all data, reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Vendor while performing the Services shall be the exclusive property of the Commission and the Vendor shall have no copyright or other interest therein, and upon sooner determination of the contract or Termination of the Engagement, the said documents and records shall be submitted to the Commission or disposed of as Commission may direct. Also, all the rights relating to intellectual property created during the development of website shall be with the office of MPSC and agency shall have no right whatsoever. After completion of contract, the data, content, pages shall be property of the MPSC Office.

3. Website should be multilingual i.e. in English and Marathi. The Website so developed should have Unicode compliant. Also the website should be hosted on dedicated server. The Compliance Certificate with respect to STQC Certification, WAG 2.8 Accessibility standard should be submitted within 1 month from the date of successfully developing and hosting the website.

4. You are requested to submit copy of performance SLA and availability SLA, along with details regarding security of the system in terms and firewalls, Secure VPN, etc. The terms and Conditions will be finalized after mutual discussion with concerned officials.

5. You are requested to submit copy of the draft Contract Agreement within 10 days from this Order as per the Annexure- 8 of the Tender Document. You are also requested to submit Confidentiality Certificate as per Para 4.5 and Warranty Certificate as per Para 4.6 of the tender form on appropriate stamp paper.

6....



6. You are also requested to submit Performance Security for an amount of 10% of the Contract Value or [REDACTED] whichever is higher, in favour of the Secretary, Maharashtra Public Service Commission within 10 days from the date of this Order as per the Annexure-9 of the Tender Document. Performance Security should be valid for a period of 4 Years and should be in the form of a Bank Guarantee.

7. In this job secrecy, accuracy and time-limit are the factors which form the essence of the contract. If for any reason your company fails to abide by the terms and conditions and instructions given from time to time by the Officers of the Tendering Authority monetary penalty at the discretion of the Tendering Authority will be levied.

8. As per Para 5.14.9 of the Tender document, you are requested to appoint Project Manager who shall act as a single point of contact with you during the conduct of the contract. Also as per Para 5.13.8 of the tender document, necessary arrangement for 24x7 telephone technical support should be made. All the contact details like Name, Address, Email, Landline and Mobile number should be invariably submitted as early as possible.

9. The Rate should be as per your offer dated 13th May, 2011. The payment will be made as per Para 3.1 of the Tender Document. Price escalation of any kind during Contract Period is not allowed under circumstances.

10. The Original Self declaration (Notorised Affidavit) as per Annexure – 3 of the Tender Document and downloaded Tender Document duly signed and stamped on each page should be submitted immediately.

Thanking you for your assistance & co-operation in this regard.

Yours faithfully,



(S. H. Awatade)
Under Secretary,
Maharashtra Public Service Commission





महाराष्ट्र लोकसेवा आयोग

MAHARASHTRA PUBLIC SERVICE COMMISSION

बैंक अफ इंडिया बँडग महाराष्ट्र, 3 ग मतला, महाराष्ट्र गवर्नर, हुतात्मा चौक, मुंबई 400001 | १२२६० ८७८० /९४८८८५०२२२२ फॉक्स : २२६७३९१५
Bank of India Bldg, 3rd floor, Mahatma Gandhi Road, Hutzlma Chowk, Mumbai 400001 | 2267 0210 / 148 / 248, 22602222 Fax : 22673915

E-mail : sec.mpsc@maharashtra.gov.in | वेबसाईट : www.mpsc.gov.in, www.mpscjobs.gov.in

No. WEB-7211/C.R.05/2011/23

Dated : 08th February, 2012

TO WHOMSOEVER IT MAY CONCERN

"Satisfactory Work Completion Certificate"

This is to certify that, the Maharashtra Public Service Commission's website was developed and completed by ESDS Software Solution Pvt. Ltd., The Website is currently maintained by ESDS satisfactorily as per the work order.




[P.M.Acharekar]
Deputy Secretary,
Maharashtra Public Service Commission





Commissioner Of Police Nashik
Commissioner house, Sharangpur Road
Nashik - 422002

Phone - 0253-2365206
Fax - 0253-2365219
E-Mail - cp.nashik@mahapolice.gov.in



DATE: 14/12/2008

Purchase / Work Order

To,

ESDS Software Solution
Plot No.B-24 & 25, NICE Area, MIDC, Satpur,
Nashik-422 007

Dear Sir/Madam

As per our last meeting at our office, we have finalized your quotation dated 11 Jun 2008 Reference N.15
Design, Development, Hosting and maintenance of our website (<http://nashikpolice.com>).

The details are as below:

Website Hosting	5000
Mail Server Hosting	2500
Site Designing	25000
Static Pages (HTMl and CSS)	15000
Site Development (PHP)	10000
Website content Change	8000
Forum & mail Setup & Integration	2000
Maintenance Monthly	2000
Total	Rs.69,500.00

Terms and Conditions:

1. Amount is including all taxes.
2. 50% Advance and 50% after the completion of the work.

Thanks and Regards

V.D.Misra
COMMISSIONER

Nashik Police





Commissioner of Police

TO WHOMSOEVER IT MAY CONCERN

This is to certify that "**ESDS Software Solution Pvt. Ltd.**" having its corporate office at the following address

Plot No. B- 24 & 25,
NICE Industrial Area,
Satpur MIDC,
Nashik 422 007

Has designed and developed the **complete website for Nashik Police Department**(www.nashikpolice.com). The website has been developed completely as per our requirements and allows easy registration & management of online complaints to our utmost satisfaction. Total value of the work executed amounts to Rs 4,11,000/- (**Rupees Four Lakh Eleven Thousand**) which has been a complimentary service provided by ESDS to Nashik Police. This website has been operational since May 2009.

Following are the details of the scope of project:

- Website Designing
- Website Development in PHP
- Online Complaint services by email & SMS
- Forum Design & Development
- Photo Gallery Design & Development

Name: (V. D. Misra)

Designation: Commissioner of Police, Nashik.

Date: 05-05-2009

Place: Nashik

Signature: _____



PURCHASE ORDER

Form No.: 0

OCAC Provisional GST No: 21AAAAO0246R1ZL

Purchase Order No.	P	O	0	0	1	7	9	PO Date	3	0	/	0	1	/	2	0	2	4
ESO Number	E	S	O	/				Vendor Code										
Vendor	Mis ESDS Software Solution Ltd																	
Address	No. 816, DLF Cyber City, Technology Corridor, Patia, Bhubaneswar, Odisha – 751024																	
Reference	Date / /																	
Project Name	Farmer's Advisory Portal				Subject	Design, Development, Operation & Maintenance of Farmer Advisory Portal												

Dear Sir,

We are pleased to place Purchase Order (Work Order) for the following software development as per detailed terms & conditions. Convey acceptance of this Purchase order within Two (2) days of issue, failing which the purchase order will be deemed to have been accepted.

OCAC Inquiry No.	OCAC-SEGP-SPD-0028-2022	Date	1	6	/	1	0	/	2	0	2	2
OCAC Reference	OCAC-SEGP-SPD-0028-2022/22068	Date										
SL#	DESCRIPTION	QTY	UNIT PRICE (in Rs.)			TOTAL PRICE (in Rs.)						
1			1			2,22,83,500						
i			1			1,54,80,000						
ii			1			5,00,000						
2			1			5,00,000						
3			1			5,00,000						
4			1			5,64,000						
5			1			7,00,000						
6			1			5,50,000						
7			1			2,00,000						
8			10			75,500						
9			5			40,000						
10			1			88,00,000						
11			1			1,80,00,000						
12			5			43,76,900						
Operation & Maintenance			5			32,84,600						
i			5			1,64,23,000						
ADDITIONAL CHARGES						Total			10,68,40,000.00			
Transit Insurance			0.00						1,92,31,200.00			
Packing & forwarding			0.00			GST @18%			12,60,71,200.00			
Freight			0.00			Grand Total (rounded)			12,60,71,200.00			

*GST is calculated as per the prevailing rate of 18%.

Terms and Conditions at Annexure -II

TERMS AND CONDITION ATTACHED

For Odisha Computer Application Centre



*As Applicable

Prepared By

TERMS AND CONDITIONS

1. PURCHASER

Odisha Computer Application Centre (OCAC), Bhubaneswar on behalf of Department of Agriculture & Farmer's Empowerment (DAFE).

2. SERVICE PROVIDER

M/s ESDS Software Solution Ltd. is the Service Provider for Design, Development, Operation & Maintenance of Farmers' Advisory Portal.

3. COMMENCEMENT DATE

The date of Purchase Order (PO) will be treated as Project Commencement Date.

4. SCOPE OF WORK

The broad scope of the project includes:

- i. Detailed System Study, Requirement Analysis, System Requirement Specification for the proposed application
- ii. Design and development of the solution
- iii. Testing
- iv. Configuration, installation and hosting of the developed application in High Availability mode at Odisha State Data Centre/Cloud
- v. SSL Certification as per requirement & Cyber Security Audit of the application
- vi. UAT & Go-Live of Portal
- vii. Training to Department users
- viii. Integration with existing 3rd party Applications and to meet future need as per new scope additions
- ix. Post Implementation Support such as Application Maintenance, Application Support, System Support, Operation Support for the Portal for a period of 5 years.

Detail Scope of Work will be as per RFP Ref No. OCAC-SEGP-SPD-0028-2022/22068, Dated: 16.10.2022.

5. PAYMENT SCHEDULE

SI#	Category	Payment Terms
a)	Design, Development & Implementation	<ul style="list-style-type: none"> • 20% payment on SRS Approval • 40% payment after Phase-I: Development, UAT, Go-Live • 20% payment after Phase-II: Development, UAT, Go-Live • Balance 20% will be paid after successful operation for 3 months after Go-Live of Phase -II
b)	Third-Party Integration	<ul style="list-style-type: none"> 100% payment on successful integration with Krushak Odisha 100% payment on successful integration with GO SUGAM 100% payment on successful integration with Credit Portal 100% payment on successful integration with Seed DBT Portal 100% payment on successful integration with Automatic Weather Station

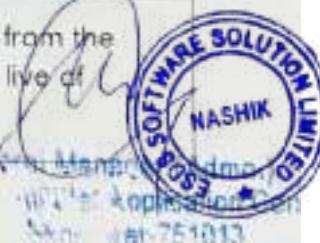


		100% payment on successful integration with SMS/ Email, WhatsApp, Social-Media (face book, Twitter)
c)	Operation & Maintenance (Application Support, Software Maintenance, System Support)	100% cost of this item equally divided into 20 quarters
d)	Security Audit cost	100% payment on submission of Safe-To-Host Certificate for each cycle
e)	SSL certificate	100% payment on submission of configuration report
f)	DB License	100% Payment after submission of license in the name of DAFE
g)	Change Management Team (any modification/ enhancement or other integration)	Quoted cost equally divided by duration (quarter) after submission of quarterly activity report

Note : All payments are subject to the application of necessary penalties as required under the SLA

6. PROJECT SCHEDULE & DELIVERABLES

SL#	Activity	Tentative Deliverables	Timelines
1	Project Kick off	<ul style="list-style-type: none"> Detailed Team Structure with team members Point of Contact 	T+1 Week
2	System Study & Prototype Design	<ul style="list-style-type: none"> Draft FRS/SRS Document Screen prototypes Phase - I 	T+6 Weeks
3	Tools and Licenses (Database, other tools etc)	<ul style="list-style-type: none"> Delivery of all tools 	T+8 Weeks
4	Design, Development & Implementation	<ul style="list-style-type: none"> Test Plans & Test Cases Operation Manual FAQs Load Testing report Hosting in staging environment 	T+ 12 Weeks (Phase-I) T+ 24 Weeks (Phase-II)
5	UAT, Training & Go-live	<ul style="list-style-type: none"> Preparation Test Cases UAT certificate Training users and providing training completion reports. Movement of application from Staging to the Production environment Safe to host certificate issued by Cert-in empanelled firm 	T+ 16 Weeks (Phase-I) T+ 28 Weeks (Phase-II)
6	Change Management Team	<ul style="list-style-type: none"> Deployment of dedicated team 	From the date of Go live of Phase-I
7	Operation & Maintenance	<ul style="list-style-type: none"> Issue Logs Quarterly Activities report Enabling functionality extensions 	Five years from the date of Go live of Phase -I



7. SERVICE LEVEL AGREEMENT

The Service Levels as per following will be applicable for failure on part of the Service Provider to deliver the services as per Scope of work, unless such failure is due to force majeure situation or due to OCAC's default.

SL#	Major Area	Parameter	Requirements	Penalty
a)	Development & Implementation	Major milestone during development and implementation as per project timeline	As per project timeline	Rs. 500/- per day delay
b)	Tool Delivery	Successful delivery, installation & commissioning	As per project timeline	Rs. 500/- per day delay
c)	Response time for bug fixing	Time taken (after the request has been informed) to acknowledge problem	Within 24 hours from the time the bug is reported.	Rs. 100/- per hour delay
d)	Resolution Time (Only for Bug fixing)	Time taken by the service provider to fix the problem	Within 48 hours from the time of reporting.	Rs. 100/- per hour delay

However, in case the delay in timely performance of service is due to any reason not attributable to the Service Provider, then the penalty may be waived. In such case, the Service Provider must inform OCAC in writing the reason of the delay. Decision of Chief Executive Officer, OCAC in this regard is final.

8. PERFORMANCE BANK GUARANTEE

BG No. 16360100017754 (Valid till 31.03.2029)

Date of Issue: 15.12.2023

BG AMOUNT: ₹ 32,05,200.00

ISSUING BANK: AXIS BANK LIMITED, 5th Floor, Gigaplex, MIDC, Airoli, Navi Mumbai – 400 708

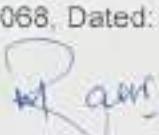
- i. The selected bidder shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the service during the work order period.
- ii. OCAC shall invoke the PBG in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

9. LEGAL JURISDICTION

Any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of courts in Bhubaneswar, Odisha.

10. APPLICABILITY OF TERMS AND CONDITION

Apart from the condition stipulated in this Purchase Order, all other terms and conditions mentioned in the RFP Ref No. OCAC-SEGP-SPD-0028-2022/22068, Dated: 16.10.2022.




Authorised Signatory

ODISHA COMPUTER APPLICATION CENTRE

Technical Directorate of E & I.T. Department, Government of Odisha

Our Ref. No : OCAC-SEGP-SPD-0028-2022-4204/Dated. 03.10.2024

From

Sabyasachi Hota, OAS
General Manager (Admin)

To

M/s ESDS Software Solution Ltd.
816, DLF Cyber City, Patia
Bhubaneswar

Sub: GoLive approval for Development & Implementation of Phase I of Farmers' Unified Portal and Mobile App.

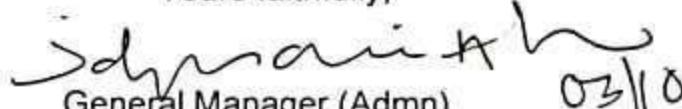
Ref: OCAC Purchase Order no. 179 Dtd. 30.12.2023 & Agreement Dtd. 08.07.2024.

Sir,

In inviting a reference to the subject cited above, I am to communicate herewith the approval for GoLive of Phase I of Farmers' Unified Portal and Mobile App effective from 8th September 2024, the official launch date of the portal.

You are therefore requested to deploy the resources for the Change Management Team of the project as per contract, to provide technical support under the project.

Yours faithfully,


General Manager (Admn) 03/10

CC: The Director of Agriculture and Food Production, Krishi Bhawan for kind information.



Ref. No. OCAC-SEGP-SPD-0028-2022/

5502

Date: 31.12.2024

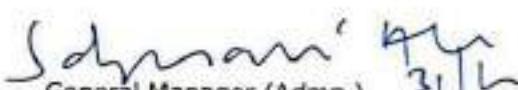
TO WHOMSOEVER IT MAY CONCERN

This is to certify that **ESDS Software Solution Ltd.** has successfully developed and completed Go-Live of Phase 1 of the **Krushak Odisha Unified Portal** (<https://fup.odisha.gov.in/>) on 08.09.2024, which includes the Web Portal as well as Mobile App developed for the Department of Agriculture & Farmers' Empowerment (DAFE), Government of Odisha, to provide a comprehensive one-stop solution for farmers to manage various farm-related activities. This project was executed in accordance with the OCAC Tender Reference No. OCAC-SEGP-SPD-0028-2022/22068.

The application has been successfully hosted at the Odisha State Data Center, after security audit and SSL configuration. Built on modern technologies such as Kubernetes and Microservices, the portal ensures high scalability, sustainability, and availability. Key features of the portal include : Role-Based User Management, Telemetry Service, Automatic Weather Updates, Data Migration, Analytical Interactive Dashboard, MIS Reports, and a Farmer-Facing AI Chatbot.

The portal integrates Single Sign-On for streamlined access, linking Krushak Odisha, Go-SUGAM, and SAFAL-Credit Portal of the Department. Additionally, third-party integrations such as Aadhaar Vault, CM-KISAN, Soil Health Card, and the Farmer's Benefit Passbook enhance the system's capabilities.

Their performance in the development and implementation of this project is Satisfactory.


General Manager (Admn.)
General Manager (Admn.)
Odisha Computer Application Centre
Bhubaneswar-751013
K.R.




ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B- 24 & 25, NICE Industrial Area,
Satpur MIDC Rd, Nashik, Maharashtra 422007.

Toll Free: 1800 209 3006 | **Email:** getintouch@esds.co.in



Prequalification Criteria

Clause 2

Sr.No	Basic Requirement	Specific Requirement	Documents Enclosed
2	Years of Experience	The bidder should have at least 5 years of continuous experience of successfully designing, developing and hosting websites/web portals for any Government organization/ Institute	<ul style="list-style-type: none">1. IIBF2. NEDFI3. DMRC



CIN: U72200MH2005PLC155433

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26th September 2016

To,
Shri Preetush Malik,
Operations Head
ESDS Software Solutions Pvt.Ltd
Plot No. B-24 & 25, NICE Industrial Area
Satpur MIDC
Nashik-422 007

Dear Sir,

Re: Your bids to migrate to new hosting environment and maintaining the look and feel of the existing website of the Institute.

This has reference to your technical and commercial bids received by the Institute on 29th July-2016 on the captioned subject and subsequent communications/discussions the Institute had with M/s ESDS Software Solutions Pvt Ltd in the matter. We are pleased to inform you that the Institute had considered and accepted your bids to migrate to new hosting environment and maintaining the look and feel of the existing website of the Institute subject to the terms and conditions of the RFP issued on 24th June-2016.

1. The scope of the project is M/s ESDS has to migrate into new hosting environment, and maintain the look and feel of the existing website of the Institute. The broad indicative scope of work has been mentioned in Annexure-II of the above said RFP. M/s ESDS has to take care of changes / additions / deletions / modifications of the contents of the Institute's website (www.iibf.org.in) on a regular basis.
2. M/s ESDS has to setup a disaster recovery mechanism and back up facilities, 24*7 for a period of 2 years from the date of hosting of the website and which may be extendable for one more year on half yearly basis, at a time on the same terms and conditions as the original agreement.
3. M/s ESDS must study the IIBF website and maintain all the features and functionalities currently available in the present website. The outgoing service provider may provide SRS document and high level architecture diagram.
4. M/s ESDS has to make all efforts to get full details of website required from the outgoing vendor while migrating to the website. *In case, the outgoing bidder could not provide any useful site dump, application programs, database objects/stored procedures/programs or any other programs related to backward/forward linkages to the backend systems of the Institute, M/s ESDS must explore, design, develop and implement all the solutions/software (including all transactional applications/reports as mentioned in the RFP).* M/s ESDS must ensure that the



existing online/off-line services offered to the candidates and banking institutions are not hampered or stopped while implementing such solutions. i.e. M/s ESDS is solely responsible for full-fledged operations of the Institute's website after migration and commencement of the hosting.

5. Following points must be taken care while migrating the present site to the new environment:

- (a). M/s ESDS must fulfil all the requirements of the project to achieve IIBF's objectives as mentioned in this RFP document or any additions or deletions of conditions that were decided during the pre-bid meeting or subsequently.
- (b). Service provider has to structure the website to make it navigation friendly after submitting a necessary prototype to the Institute, so that the information on the website is easily and quickly accessible to the candidates and other stakeholders.
- (c). For accessing the audio / video files, M/s ESDS has to provide streaming facility with necessary software plug-ins and add-ons. General video files pertaining to IIBF activities are to be handled by the service provider with necessary media server for better performance.
- (d). The e-learning/video lectures linked to the current website covering the subject related area are handled by different service providers with separate agreements which are valid for further 3 years. These are outside the scope of the project. M/s ESDS has to only provide external links from the Institute's website.
- (e). M/s ESDS should provide the necessary reports of website such as traffic reports, visitor analysis, duration analysis, content wise analysis, top landing pages and top exit pages and other statistical reports as per IIBF's requirements. These reports may be fetched through Google analytics or any other similar tool and the same is to be submitted to the Institute on a regular basis.
- (f) M/s ESDS has to use only images of national identity symbols namely flag, national emblem, map etc from authentic sources, in case the same are required to be uploaded on the website.
- 6) The entire website has to be hosted in M/s ESDS's own III tier or higher level data centre. In the event of not having its own data centre, M/s ESDS has to enter into an agreement with a ISP holding a valid audit certificate in respect of data centre for a period of 2 years from the date of hosting which will be extendable for one more year on half yearly basis at a time on the same terms and conditions as the original agreement. The copy of the valid agreement from the ISP has to be submitted to the Institute after receipt of the order letter. In case, M/s ESDS fails to submit the copy of the said agreement, the order shall stand cancelled and the EMD will be forfeited.
- 7) The website must take care of backward/forward linkages with the backend database/s and the applications currently used by IIBF such as payment gateway, examination system, and membership system etc. Currently, all the products and services of the Institute are offered online which are integrated with Payment gateways from M/s SBI and M/s Bill desk. M/s ESDS has to take care of the existing



linkages of third party also. M/s ESDS has to take care of new linkages that may be required to be handled in future too.

8) An admin module has to be provided to maintain the entire website of the Institute

9) M/s ESDS has to take care of proper sizing of hardware, software, and bandwidth as mentioned in clause No. 14 of the RFP.

10) The website must be protected from any security threats such as hacking, DDoS attack, SQL Injection etc. M/s ESDS has to take up Vulnerability Assessment and Penetration Testing done regularly by a Security Auditor empanelled by authorities such Cert-in etc.,

11) The website must be protected with SSL 128 bit or higher encryption at client end, server end and during transactions.

12 Operational Mechanism of the Website:

A prospective candidate visits IIBF site and creates his/her profile. While creation of the profile, the system should take care of the mandatory inputs stipulated by the Institute. After creation of the profile, a login id and password is generated and sent to the candidate. Subsequently, in case the candidate wishes to avail any service of the Institute, he/she selects the particular service, fills up necessary details through an application form and pays the requisite fee online through a payment gateway. The collector receives the payment online and the necessary receipt for the payment gets generated and the details are sent to the candidate by e-mail for his/her record. The website should generate the necessary MIS at the end of day for Institute's use. Entire process should be full proof and ensure the necessary security controls are in place and shall not give any chance for accessing the transactions fraudulently or tampering the same. Integration with different payment gateways should be ensured.

13 Educational Services: The Institute offers e-learning, video lectures etc. to the registered candidates for various courses. The Institute has separate agreements with third party service providers for these facilities. The website should allow candidates to avail these facilities.

14 Daily News Letter (Fin @ Quest): The Institute offers a daily e-newsletter service to the registered candidates covering information relating to banking and finance. M/s ESDS has to take care of compiling the newsletter on a daily basis by procuring news from various authentic sources from national and international domains.

15. The IPR of all the programs developed by M/s ESDS for IIBF, solely belongs to IIBF and M/s ESDS has no right to use/sell/market the same elsewhere.

16. All manuals such as requirements study, user manuals, related to the website, have to be provided to the Institute.

17. The development of the entire website including transactional part of the same (all programs) must be completed within 30 days from the date of this order letter.



18. System Acceptance Testing:

Unsatisfactory performance of the website may result in rejection of part or whole during acceptance testing. Acceptance test will end when the performance of the website meets the functional & technical specifications at primary site. It should meet the performance requirements as mentioned under infrastructure sizing, interfaces, MIS etc. At the end of the successful completion of acceptance test, the website shall be given a sign-off for full-fledged commissioning of the same. M/s ESDS has to test the website with the volumes mentioned in Clause 14 of this RFP.

19. Training:

M/s ESDS shall organize a user training as follows:

A week's onsite training should be provided to the designated staff of the Institute on the operational aspect of the website, after migration of the existing website and under the new environment. M/s ESDS shall provide documentation to each participant (hardcopy and softcopy). Document should give illustration for each type of module / activity with probable issues and action steps.

User training should cover the following:

- a) Features / Functionality available in the website
- b) Parameterization
- c) Background process
- d) Admin module and Reports

20. Terms and conditions:

The service provider has to customise all gaps observed in the following stages of website maintenance contract.

- UAT and
- Implementation.
- M/s ESDS will be responsible to provide complete documentation of the solution (three hard copies and a soft copy) which includes but not limited to the following:
 - User and technical Manuals; including Error Messages, their meanings and action steps.
 - Design and Analysis Manuals with the relevant data flow diagrams.
 - Detailed Architectural Design, including fail over methodology/ strategy at both Primary & DR Site.
 - Maintenance Documents.
- Post implementation of the website, a live support and call centre services have to be provided from 8AM to 8PM for 365 days.
- M/s ESDS shall submit progress report for the project as per clause No.19 (Project Schedule) of this RFP. M/s ESDS will be responsible to implement appropriate project control measures and report the gaps, if any, in a timely manner.



- M/s ESDS shall be responsible for knowledge transfer as and when required by IIBF.
- At any point in time M/s ESDS must provide entire site dump of the functional website including the customized applications and databases and help the incoming bidder to restore the end of contract period to restore the same seamlessly at the new site. The performance guarantee and any final payments payable to the M/s ESDS will be released only after smooth porting of the new website. This shall include assistance to others, system walkthrough and hands on support for minimum of 6 weeks to the incoming bidder at the end of contract period.
- Any changes in the business logic affecting the existing applications must be covered under maintenance charges.
- For development of any new applications that may take seven man days or less it should be covered under maintenance without any additional cost to the IIBF. There will be 15 such applications in a year.
- For development of any new applications that takes more than seven man days the charges will be paid on per man day basis.

21. Bank Guarantee:

M/s ESDS has to furnish the performance security equivalent to 10% of the total maintenance cost of website and total cost of AMC for 2 years in the form of Performance Bank Guarantee issued by a Commercial Bank in India which is valid for a period of 2 years. If the contract is extended, M/s ESDS has to furnish a fresh bank guarantee for the extended period.

22. Project Schedule:

M/s ESDS should take over the current website and start maintaining the same within 30 days' time from the date of issue of work order as time is the essence of the contract.

23. Penalty for interruption in the services:

- In the event of disruption in the services for a continuous period of 8 hours, IIBF at its discretion can impose a penalty in the sum of Rs.20000/- per day till resumption of the services.
- The payment of the said penalty arises immediately on the failure of M/s ESDS to restore the proper services in question.
- Notwithstanding any dispute/litigation between the M/s ESDS and the third party in connection with the arrangement/understanding for whatsoever reasons leading to disruption/deficiency/stoppages of services to IIBF for a continuous period of 48 hours; M/s ESDS agrees without any demur to pay a penalty of Rs. 25 Lakh /Rupees twenty-five Lakh only) to IIBF. The payment of the said penalty arises immediately on the failure of M/s ESDS to restore the proper services in question.



- Such a default on the part of M/s ESDS for whatsoever reasons in restoring the proper services to IIBF as aforementioned also tantamount to breach of these presents. M/s ESDS agrees and understands that IIBF has nothing to do with the terms understanding arrangement between the M/s ESDS & any third party and IIBF is neither bound by any such arrangement nor any duty/obligation whatsoever flows from the said agreement/understanding.
- If the response time of the website is more than 3 seconds, for a continuous period of 2 hours at any point in time, a penalty of Rs.20000 may be levied for such block of non-performance till restoration of proper services.
- In case of failure of registration of membership/examination or for any other services for a continuous period of 2 hours at any point in time, a penalty of Rs.20000 may be levied for such block of failure of registration till restoration of proper services.

24. Termination of contract:

Both the parties can terminate the contract by giving three months' notice in writing:

- In the event of M/s ESDS choosing to terminate the contract, the Institute reserves the right to invoke performance bank guarantee and/or take such other steps as deemed necessary.
- IIBF may at its discretion terminate the contract if it is found that the services rendered by the bidder are not satisfactory and may invoke performance guarantee.

25. Payment Schedule:

(i) One Time Setup Charges:

The payment in respect of one-time setup charges will be made as given below.

Milestones for payment	% of one-time setup charges
Advance with award of contract	10%
Functional Specification Document, Detailed Specification Document	10%
Prototype Delivery	10%
Sing-off of User Acceptance Testing after commencement of hosting	60%
After one year of Performance warranty	10%

(ii) On Account of AMC:

Payment on account of AMC will be made at the end of each quarter of the calendar year which will be equal to 25% of yearly AMC charges.

26. Site Dump:

M/s ESDS must supply the back up of entire website dump along with complete source code at the end of each quarter. The site dump has to be restorable and work seamlessly after such restoration. It should further be noted that the hosting and backup are to be



under care of by M/s ESDS and no hardware infrastructure shall be provided by the Institute for such activity.

27. Deliverables:

Bidder has to handover the Source Code, Patches & Releases (if any), Application Software, all content used in the Designing of the Website, along with Technical Documents, user Manual, functional Manual, installation guide and any other details, if required, for hosting and maintaining the website for the purpose of copyright and intellectual properties.

28. Charges for one-time setup as well as Hosting and Maintaining of the website are as under:

Sr. No	Particulars	Amount in (Rs.) (Annual maintenance Charges shall be constant for 2 years and for the extended period)
1	One-time setup charges for hosting and Maintaining the existing website	15,00,000/-
2	Charges for 90 man days for developing any new application that takes more than seven man days.	4,32,000/-
3	Annual Maintenance Charges for Hosting and Maintaining the website for 2 years. (Per Year Charges)	89,37,176/-

The charges are inclusive of taxes.

The service level agreement is being prepared on the lines of the draft issued in the RFP and the final copy will be shared with you for signature soon.

You are requested to kindly start the work immediately and complete the assignment within 30 days from the date of this work order.

Yours Sincerely,


 (Dr. J.N. Misra)
 Chief Executive Officer
 2





Mr. Husain T.
Business Manager – Enterprise,
M/s ESDS Software Solutions PVT. LTD;
Plot No. Gen 71/1, Mahape Circle,
Mahape MIDC,
Navi Mumbai – 400 710.

11th October, 2018

Dear Sir,

Sub: Extension of Website contract for.

You are aware that the hosting contract of website of the Institute is going to expire by 31st December, 2018. In view of the above, the Institute has decided to extend the said contract for one more year on half yearly basis at a time, on same terms and conditions as the existing contract.

You are, therefore, requested to kindly execute the required addendum to the existing agreement, on a stamp paper of appropriate value.

Thanking you,

(Dr Sudhir Galande)

Dy. Chief Executive Officer



Date: 28th June 2019

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s ESDS Software Solution Pvt. Ltd. has designed, developed and implemented the IIBF website and related applications. The web site and all related applications are being hosted and maintained by ESDS Software Solution Pvt. Ltd. since Dec 2016. The contract shall be inforce till 31st December-2019.

The URL of the website is <http://www.iibf.org.in>. The website is GIGW and IPv6 complaint.

The support services rendered by M/s ESDS were found to be satisfactory during last 2-1/2 years. Further, we found their team is capable of resolving the issues raised by us and met the expectations of the Institute from time to time.

Thanking you,

Yours faithfully,

(G. Nageswara Rao)
Joint Director



24th October-2019

To,
 ESDS Software Solution Pvt.Ltd
 Plot No. 71/1 & 71/1/1, Mahape Circle
 Mahape MIDC
 New Mumbai-400 710

Kind Attn:Mr.Hussain Telwala, Sales Manager

Dear Sir,

Re: Your bids to migrate to new hosting environment and maintaining the look and feel of the existing website of the Institute.

This has reference to your technical and commercial bids dated 17th September-2019 on the captioned subject and subsequent communications/discussions the Institute had with M/s ESDS Software Solutions Pvt Ltd in the matter. We are pleased to inform you that the Institute had considered and accepted your bids for migrating to new hosting environment and maintaining the look and feel of the existing website of the Institute subject to the terms and conditions set out in the RFP issued on 9th August-2019 and the pre-bid meeting held on 26th August-2019.

Scope of the Assignment shall be as under:

1. The assignment requires migration of existing website along with all the features and functionalities into a new hosting environment, including migration of all the programs, reports and databases. The assignment also involves to maintain the look and feel of the existing website on a turnkey basis. It is also required to take care of updates in the form of changes / additions / deletions/modifications of the contents of the Institute's website (www.iibf.org.in) on regular basis. The broad indicative scope of work has been mentioned in Annexure-II of the above said RFP.

2. M/s ESDS has to setup a disaster recovery mechanism and back up facilities, 24*7 for a period of 5 years from the date of hosting of the website and which may be extendable for 2 more years on yearly basis on the same terms and conditions of the original agreement.

3. M/s ESDS must analyse the existing IIBF website and maintain all the features and functionalities currently available in the website.

4. M/s ESDS must ensure that the existing online/off-line services offered to the candidates and banking institutions are not hampered or stopped while implementing any new changes to the existing site, i.e. M/s ESDS is solely responsible for full-fledged operations of the Institute's website after migration and commencement of the hosting.



5. Following points must be kept in mind while migrating the present site to the new environment:

(a). M/s ESDS must fulfil all the requirements of the project to achieve IIBF's objectives as mentioned in the RFP document or any additional conditions that were stipulated during the pre-bid meeting held on 26th August-2019 or subsequently.

(b). M/s ESDS has to structure the website to make it navigation friendly such that the information on the website is easily and quickly accessible to the candidates and other stakeholders.

(c). To access the audio/video files, M/s ESDS has to provide a streaming facility with necessary software plug-ins and add-ons. General video files pertaining to IIBF activities are to be handled by M/s ESDS with necessary media server for better performance.

(d). The e-learning lectures linked to the current website cover the subject related area and are handled by different service provider with a separate agreement. These links are outside the scope of the project. M/s ESDS has to only provide external links from the Institute's website.

(e). M/s ESDS should provide the necessary reports of website such as traffic reports, visitor analysis, duration analysis, content wise analysis, top landing pages and top exit pages and other statistical reports as per IIBF's requirements. These reports may be fetched through Google analytics or any other similar tool and the same is to be submitted to the Institute on a regular basis.

(f) M/s ESDS has to use only images of national identity symbols namely flag, national emblem, map etc from authentic sources, in case the same are required to be uploaded on the website.

6) The entire website has to be hosted in M/s ESDS's own III tier or higher level data centre, for a period of 5 years with effect from 1st January-2020. The contract shall remain in force up to 31st December-2024. The contract may be extended for a period of 2 more years on yearly basis on the same terms and conditions as set out in the original agreement. In the event of M/s ESDS not having its own data centre it has to enter into an agreement with a ISP holding a valid audit certificate in respect of data centre for a period of 5 years. The agreement with ISP should be extendable 2 more years. The copy of the valid agreement from the ISP has to be submitted to the Institute after receipt of the order letter. In case, M/s ESDS fails to submit the copy of the said agreement, the order shall stand cancelled and the EMD will be forfeited.

7) The website must take care the backward/forward linkages of the backend database/s and the applications currently used by IIBF such as payment gateway, examination system, and membership system etc. Currently, all the products and services of the Institute are offered online which are integrated with Payment gateways from M/s SBI and M/s CSC wherever applicable. M/s ESDS has to take care of the existing linkages of third party also. M/s ESDS has to take care of new linkages that may be required to be handled in future too.



8) M/s ESDS has to provide an admin module and a dashboard to maintain the entire website including maintenance of all the programs.

9) M/s ESDS has to take care proper sizing of hardware, software, and bandwidth as mentioned in clause No.14 of the RFP. M/s ESDS has to arrange other services such as forwarding e-mails and SMS to candidates based on the volume of registrations. Such services shall be treated as part and parcel of website maintenance and hosting. These services must be offered in proportion to the volume of registration of candidates. There will be no separate charges for whatsoever number of SMSs or e-mails that will be sent to candidates by M/s ESDS

10) The website must be protected from any kind of security threats such as hacking, DDoS attack, SQL Injection etc. M/s ESDS has to take up Vulnerability Assessment and Penetration Testing(VAPT) done regularly by a Security Auditor empanelled by authorities such Cert-in etc.,

11) The website must be protected with SSL 128 bit or higher encryption at client end, server end and during transactions too,

12 Operational Mechanism of the Website:

(a) Informational services: The details of Institute's profiles, its products, and services to be accessible by visitors.

(b) Transactional services:

A prospective candidate visits IIBF site and creates his/her profile. During creation of an user profile, the system should capture the mandatory inputs stipulated by the Institute. After creation of the profile, the login id and password must be generated and sent to candidates. Subsequently, in case if any candidate wishes to avail the services of the Institute he/she can choose a particular service, fill up necessary details through a form and pays the requisite fee online over a payment gateway. The collector receives the payment in online mode and the necessary receipt for the payment must be generated including tax invoices required for GST. The details of receipt of payments to be sent to candidates by an e-mail and by SMS for his/her record. The website should generate the necessary MIS at the end of the day for Institute's reference. The entire process should be full proof and must ensure that the necessary security controls are in place. It shall not give any room to access transactions fraudulently and should not be allowed to tamper the same. Integration with different payment gateways should be ensured. Service provider should also integrate with the database of the Institute, which is hosted in 3rd party premises (on cloud) or in-house

13 Educational Services: The Institute offers e-learning, virtual classes and mock tests to the registered candidates for various courses. The Institute has separate agreements with third party service providers for these facilities. The website should allow candidates to avail these facilities seamlessly.

14 Daily News Letter (Fin@Quest): The Institute offers a daily e-news letter service to the registered candidates and it covers banking and finance related news and information. M/s ESDS should take care of generating the news letters on a daily basis



by procuring news from various sources of national and international domains. M/s ESDS has to engage qualified resource persons for this assignment.

15. The IPR of all the programs developed by M/s ESDS for IIBF, solely belongs to IIBF and M/s ESDS has no right to use/sell/market the same elsewhere.

16. All manuals such as requirements study, user manuals, related to the website, have to be provided to the Institute.

17. As M/s ESDS is maintaining the Institute's website presently, M/s ESDS has to take care of it's maintenance automatically after expiry of the current contract. i.e., The website of the Institute shall be maintained by M/s ESDS with effect from 1st January-2020. The new rates of the maintenance shall come into effect from 1st January-2020 onwards.

18. System Acceptance Testing:

Non-satisfactory performance of the website may result in rejection of part or whole during acceptance testing. Acceptance test will be concluded once the performance of the website meets the functional & technical specifications at primary site. It should meet the performance requirements as mentioned in the clause-14 of the RFP under infrastructure sizing, interfaces, MIS etc. At the end of the successful completion of acceptance test, the website shall be given a sign-off for full-fledged commissioning of the same. M/s ESDS has to test the website with the volumes mentioned in Clause 14 of the RFP.

19. Training:

(i) A week's onsite training should be provided to the designated staff of the Institute covering the operational aspects of the new website. M/s ESDS shall provide separate documentation to each participant (hardcopy and softcopy). Document should offer illustrations for each module / activity with probable issues that may crop up during operations and steps of resolving the same.

(ii) User training should also cover the following:

- a) Features / Functionality available in the website
- b) Parameterization
- c) Background process
- d) Admin module and Reports

20. Terms and conditions:

- i. M/s ESDS shall customise all gaps observed in the following stages of website maintenance contract.
 - a. UAT and
 - b. Implementation.
- ii. M/s ESDS shall be responsible to provide complete documentation of the solution (a hard copy and a soft one) which includes but not limited to the following:



- a. User and technical Manuals; including Error Messages, their meanings and action steps.
 - b. Design and Analysis Manuals with the relevant data flow diagrams.
 - c. Detailed Architectural Design, including fail over methodology/ strategy at both Primary & DR Site.
 - d. Maintenance Documents.
- iii. A live support and call centre services have to be provided from 8AM to 8PM for 365 days.
- iv. M/s ESDS shall submit progress report for the project from time to time. M/s ESDS shall be responsible to implement appropriate project control measures and report the gaps, if any, in a timely manner.
 - v. M/s ESDS shall be responsible for knowledge transfer as and when required by IIBF.
 - vi. At any point in time, M/s ESDS must provide entire site dump of the Institute's website including the customized applications and databases to help the incoming bidder (at the end of contract period) to restore the same seamlessly at the new site. The performance guarantee and any final payments payable to the M/s ESDS will be released only after smooth porting of the website, at the site of new service provider. This shall include amongst others, system walkthrough and hands on support for minimum of 4 weeks to the incoming bidder after completion of the contract period.
 - vii. Any changes in the business logic affecting the existing applications must be covered under maintenance charges only.
 - viii. For development of any new applications that may take seven man days or less, it should be covered under maintenance without any additional cost to the Institute. There will be 15 such applications in a year.
 - ix. For development of any new applications that takes more than seven man days, the charges will be paid on per man day basis as quoted by M/s ESDS.

21. Bank Guarantee:

M/s ESDS has to furnish the performance security equivalent to 10% of the total maintenance cost of website and total cost of AMC for 5 years in the form of Performance Bank Guarantee issued by a Commercial Bank in India which should be valid for a period of 5 years. If the contract is extended, M/s ESDS has to furnish a fresh bank guarantee for the extended period.

22. Project Schedule:

M/s ESDS should take over the current website and start maintaining the same automatically after expiry of the current agreement. That is, the new contract shall commence with effect from 1st January-2020 and shall remain in force up to 31st December-



2024. The contract may be extended for a period of 2 more years on yearly basis on the same terms and conditions as set out in the original agreement.

23. Penalty towards interruption in the services:

- In the event of disruption of services for a continuous period of 8 hours, IIBF at its discretion can impose a penalty of Rs.20000/- per day till resumption of the services.
- The payment of the said penalty arises immediately on the failure of M/s ESDS to restore the proper services in question.
- Notwithstanding any dispute/litigation between the M/s ESDS and the third party in connection with the arrangement/understanding for whatsoever reasons leading to disruption/deficiency/stoppages of services to IIBF for a continuous period of 48 hours; M/s ESDS agrees without any demur to pay a penalty of Rs. 25 Lakh (Rupees twenty-five Lakh only) to IIBF. The payment of the said penalty arises immediately on the failure of M/s ESDS to restore the proper services in question.
- Such a default on the part of M/s ESDS for whatsoever reasons in restoring proper services to IIBF as aforementioned also tantamount to breach of these presents. M/s ESDS agrees and understands that IIBF has nothing to do with the terms/understanding/arrangement between the M/s ESDS & any third party and IIBF is neither bound by any such arrangement nor any duty/obligation whatsoever flows from the said agreement/understanding.
- If the response time of the website is more than 3 seconds, for a continuous period of 2 hours at any point in time, a penalty of Rs.20000 may be levied for such block of non-performance till restoration of proper services.
- In case of failure of registration of membership/examination or for any other services for a continuous period of 2 hours at any point in time, a penalty of Rs.20000 may be levied for such block of failure of registration till restoration of proper services.

24. Termination of contract:

Both the parties can terminate the contract by giving three months' notice in writing;

i. In the event of M/s ESDS choosing to terminate the contract, the Institute reserves the right to invoke performance bank guarantee and/or take such other steps as deemed necessary.

ii. IIBF may at its discretion terminate the contract if it is found that the services rendered by M/s ESDS are not satisfactory and may invoke performance guarantee.

25. Payment Schedule:

(i) One Time Setup Charges:

The payment in respect of one-time setup charges will be made as given below.

Milestones for payment	% of one-time setup charges
Advance with award of contract	10%



Functional Specification Document,	10%
Detailed Specification Document	
Prototype Delivery	10%
Sing-off of User Acceptance Testing after commencement of hosting	60%
After one year of Performance warranty	10%

(ii) **On Account of AMC:**

Payment on account of AMC will be made at the end of each quarter of the calendar year which will be equal to 25% of yearly AMC charges.

26. Site Dump:

M/s ESDS must supply the back up of entire dump of website along with complete source code at the end of each quarter. The site dump has to be restorable and should work seamlessly after such restoration. It should further be noted that the hosting and backup are to be taken care by M/s ESDS and no hardware infrastructure shall be provided by the Institute for such activity.

27.Deliverables:

M/s ESDS must handover the Source Code, Patches & Releases (if any), Application Software, all content used in the Designing of the Website, along with Technical Documents, user Manuals, functional Manuals, installation guide and any other details, if required, that are used for hosting and maintaining the website for the purpose of copyright and intellectual properties.

28. Charges for one-time setup as well as Hosting and Maintaining of the website shall be as under:

Sr. No	Particulars	Amount in (Rs.) (Annual maintenance Charges shall be constant for 5 years and for the extended period if any)
1	One-time setup charges for hosting and Maintaining the existing website	5,50,000/-
2	Charges for 90 man days for developing any new application that takes more than seven man days.	5,04,000/-
3	Annual Maintenance Charges for Hosting and Maintaining the website (Per Year Charges- These charges will be constant for 5 years and extended period if any)	51,72,044/-



The charges are exclusive of taxes. Taxes shall be paid at actuals.

M/s ESDS has to sign a service level agreement with the Institute for the contract. The same is being prepared at our end on the lines of the draft given in the RFP and the final copy shall be shared with you for signature soon.

Yours faithfully,

(Dr. Sudhir M. Galande)
Dy. Chief Executive Officer





Project Performance Certificate

To whomsoever it may concern

This is to certify that to the best of our knowledge and information, the ESDS Software Solution Ltd. is serving IIBF (Indian Institute of Banking & Finance) since last 5 years in managing the Website and Portal (exams, training related activities etc.) along with Data Center/Data Recovery Hosting services till date and the system is currently under enhancement, support and maintenance by ESDS for next 5 years.

ESDS is a selected agency for Hosting, Maintenance & Development of IIBF website and portal through tendering process, and their performance is found to be satisfactory.

M/s ESDS team is responsive and provide seamless resolution for any incident or requirement. ESDS performance during the implementation and commissioning has been satisfactory & delivers services with dedication.

We have confidence in ESDS Services and would recommend them for their expertise thoroughness and perseverance for participation in tender opportunities and enterprise leads.

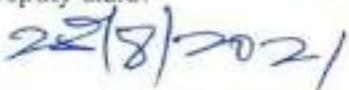
Date: 27th August 2021

Place: Mumbai

Thanking You,


 Dr. A. M. Galande

Deputy C.E.O.





NEDFi/HO/A&C/WO/2020-21/3102

To,

ESDS Software Solution Pvt. Ltd.
Plot No B-24 and 25, NICE Industrial Area
Satpur MIDC, Nashik – 422007

Kind Attention: Mr. Jayanta Basu, Asst. Vice President (Sales)

- Sub :** Work order for Development of a web portal and Mobile App (Android & iOS) of State Art Resource Center (SAREC) For Career and Livelihood of North Eastern Region (NER)
- Ref :** i) NEDFi's RFP No: NEDFi/HO/A&C/2020-21/2543 dated 03-Dec-2020 ii) Acceptance of your bid proposal dated 21-Dec-2020 and iii) your letter dated 05-Jan-2021.

Dear Sir,

We are pleased to inform you that your bid proposal dated 21-Dec-2020 and your letter dated 05-Jan-2021 for the Development of a web portal and Mobile App (Android & iOS) of State Art Resource Center (SAREC) For Career and Livelihood of North Eastern Region (NER) has been accepted by North Eastern Development Finance Corporation Limited (NEDFi) for a sum of INR 90,00,000/- (Rupees ninety lakh only) arrived at by application of your quoted rate with subsequent adjustment after negotiation including an unconditional rebate of INR 51,108/- (Rupees fifty one thousand one hundred eight only) against cost for development of web portal as indicated in the bid documents and with the following terms & conditions:

A) Scope of the Work

Development of a web portal and Mobile App (Android & iOS) of State Art Resource Center (SAREC) For Career and Livelihood of North Eastern Region (NER) more specifically mentioned in Annexure – A.

B) Value of The Work

INR 90,00,000/- (Rupees ninety lakh only) is fixed and final, inclusive of taxes, duties and all other costs. Head-wise breakup of the amount is as under:

SL No	Item Description	Total Value (incl. Taxes)
01	Development of Web portal.	INR 49,27,001/-
02	Design, Development & Implementation of Android Mobile App.	INR 9,05,111/-
03	Design, Development & Implementation of iOS Mobile App.	INR 9,05,111/-
04	Maintenance of web portal and Mobile Apps (Android + iOS) -For two years, w.e.f date of launching.	INR 9,05,111/-
05	Hosting of Web portal - For two years, w.e.f date of launching.	INR 13,57,666/-
Grand Total		INR 90,00,000/-

C) Performance Security/Guarantee (PG)

A performance security in the form of Bank Guarantee / Fixed Deposit Receipt from any scheduled commercial bank in favour of NEDFi amounting 5% of the total contract value that is INR 4,50,000/- (Rupees Four Lakh Fifty thousand only), valid for two years from the date of successful



commissioning need to be submitted to NEDFi at the time of signing of the contract i.e. within 10 days from the date of issue of work order. The Performance Security Guarantee shall not bear any interest.

EMD/bid security amounting **INR 2,00,000/- (Rupees two lakh only)** will be discharged upon your acceptance of the work order and furnishing the performance security guarantee equivalent to 5% of the contract value.

D) Project Team Members

ESDS shall have to submit the details of primary contact person of this project along with subsequent escalation matrix. From NEDFi side, Md. S. Hussain, AGM(IT) will be the primary contact person and he may be communicated through email (shussian@nedfi.com/it@nedfi.com) or Mobile number (9854028282).

E) Project Review

A team of NEDFi, consisting of technical, functional, content writer & external experts will review the progress on fortnightly basis. Minute of the Meeting shall have to be captured by ESDS and shared with NEDFi immediately.

F) Audit by CERT-IN empaneled Audit Firm

ESDS has to make arrangement for carrying out a security audit by Cert-In Empaneled vendor and adherence of its compliances (if any). No additional payment will be made by NEDFi to conduct the Audit.

G) Time-Line, Deliverables and Payment Terms

The total time-line of the project shall be as follows:

- i) Part A- Development of the Web Portal and Mobile App
- ii) Part B- Content Building and Launching of the portal

The deliverables and payment terms under each part are mentioned below-

Part A- Development of the Web Portal and Mobile App

Sl. No.	Deliverable	Time Line	Percentage of Payment
1	Prototype of the web portal and Mobile App	4 months	10%
2	Design and Development of the web portal		30%
3	Design and Development of the mobile app (Android)		10%
4	Design and Development of the mobile app (IOS)		10%

ESDS has to provide a detailed time line as per deliverables mentioned under Part A considering maximum time period of 4 months.

Part B- Content Building and Launching of the portal

Sl. No.	Deliverable	Time Line	Percentage of Payment
1	Coordination with content development team for uploading contents and make necessary changes.	4 months	40%
2	Submission of Audit Clearance Certificate from CERT-IN Empaneled Auditor.		
3	Launching of web portal and mobile application.		

For claiming the payment, the following documents needs to be submitted to NEDFi.



- Invoice
- Acceptance certificate duly signed by NEDFi

Recurring cost for Hosting & Maintenance of web portal and mobile apps will be released on quarterly basis considering the quality of service for the quarter after submission of the invoice.

H) Proposed Rate for AMC (applicable after two years from the date of launching)

Following rate is fixed and final as AMC cost inclusive of all tax, duties and other required cost. NEDFi may continue the AMC with ESDS for another 3 years depending upon the performance of ESDS and mutually agreed terms & condition. However, in case AMC is continued with ESDS, ESDS will be liable to provide the maintenance service with the following agreed rate:

(Amount in Rs.)				
Sl. No	Item Description	3 rd Year	4 th Year	5 th Year
01	Maintenance of web portal and Mobile Apps (Android + iOS)	475,181	498,940	523,887
02	Hosting of Web portal	712,777	748,416	785,837/-
	Total	11,87,958/-	12,47,356/-	13,09,724/-

A separate agreement will be executed for extended AMC which may be reviewed as and when deemed necessary.

I) Liquidated Damages

NEDFi reserves the right to claim damages for any non-conformity, delay or termination of the project and any such recovery or liquidated damages equivalent to 5% of the contract value shall not in any way relieve the ESDS from any of its obligations to complete the works or from any other obligations and liabilities under this scope of work and contract agreement.

J) Indemnity:

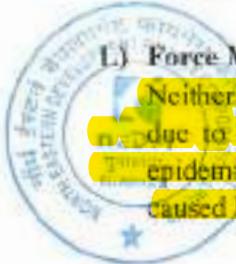
The selected agency shall fully indemnify and hold NEDFi harmless against any damages, costs, charges and expenses, including legal fees on indemnity basis, which may arise out of the act, default or negligence arising from or incurred by any reason whatsoever.

K) Termination of Contract

- NEDFi reserves the right to terminate the contract if, at any stage, it is found that the claim submitted by the agency is false or the execution of the work is not satisfactory or the execution process is being delayed. In that case, NEDFi may not release the payment claimed by the bidder.
- In the event NEDFi terminates the contract in whole or in part, NEDFi would be at liberty to award the work to second lowest (L2)/any other bidder and recover the difference from L1/selected bidder for loss occurred.
- NEDFi may at any time terminate the Contract by giving a notice to ESDS, without compensation, if ESDS becomes bankrupt or otherwise insolvent as declared by the competent court; provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NEDFi.

L) Force Majeure:

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. 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 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 being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory 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.

M) Arbitration

In the event of either party failing to act in accordance with the provisions of the agreement, the aggrieved party shall at the first instance try to settle the disputed points mutually and amicably, failing such attempt the point in dispute shall be referred for arbitration to a sole Arbitrator to be appointed by the Chairman & Managing Director of NEDFi in accordance with the provisions of the Arbitration and Conciliation Act 1996. If, however, the arbitrator declines to make any decision or award on the point referred to him then the parties concerned may settle the dispute by having recourse to appropriate legal proceedings.

N) Jurisdiction

In case of any dispute between the parties the matters will be referred to the courts of law in Guwahati, Assam.

O) Acceptance of Work Order

If the above terms & conditions are acceptable to you, please submit a "Letter of Acceptance" of this work order within 5 days, failing which, it shall be presumed that the work order has not been accepted and appropriate decision in this regard will there upon be taken by NEDFi.

P) Signing of the contract

NEDFi upon receipt of the "Letter of Acceptance" of work order and furnishing of performance security guarantee of 5% of total contract value i.e. INR4,50,000/- (Rupees four lakh fifty thousand only) from ESDS will execute an agreement within 10 days from the date of issue of this work order.

Q) Sharing of Login Details (Server & Application) & Backups

ESDS will have to share the credentials & other relevant details of the server and application(s) including but not limited to root password, ftp details, database password , login details of any other third party services, IP address etc. In case of any changes of the same, ESDS shall inform NEDFi immediately.

ESDS shall also be responsible for sharing backup of complete web portal and mobile app (Android + iOS) including but not limited to source code, database, uploaded files etc. to NEDFi as and when NEDFi desires.

In case of termination of the contract, ESDS shall be liable to handover the latest source code of web portal, mobile apps, database, uploaded files etc. along with relevant documentation, so that the web portal can be migrated as it is to any other hosting provider without any impact on the functionality and performance of the web portal and mobile apps.

All third party services including but not limited to Google/Apple Developer account, CloudFlare, Google analytics, push notification, Email gateway, SMS gateway etc. required for this project shall be subscribed using NEDFi's contact details.

R) Others

All other Terms & conditions will remain same as per the RFP document (RFP No-NEDFi/HO/A&C/2020-21/2543 dated 03-Dec-2020).

Thanking you,

Yours sincerely,



SCOPE OF WORK

A) Website and Mobile App Development

Design & Development of the proposed web portal & native Mobile App (Android + iOS) for NEC initiative – SAREC-NER as per detail requirement mentioned in the **Terms of Reference** of the RFP. The proposed web portal & mobile apps shall fulfill following minimum Technical criteria:

- The website shall be designed with responsive build, independent of both platform (i.e. Windows, Android, iOS) and device (i.e. PC, Tablet, Mobile Device) and it shall be SEO friendly.
- The website shall support multi lingual content.
- SEO measures including but not limited to use of Sitemaps, meta tags etc. shall be implemented in the website
- The website shall be developed on industry standard open source CMS platform (latest stable version of **WordPress/Drupal**). The CMS must be scalable and should support any custom requirement in future. The CMS should support caching mechanism for handling very high user traffic.
- Apart from the CMS, to incorporate additional advanced feature, open source back end programing/scripting language such as latest stable version of PHP, Python etc. shall be used.
- Open source industry standard database like latest stable version of PostgreSQL, MySQL, MariaDB etc. shall be used as back-end database of the web portal and Mobile App.
- For making the web portal interactive, industry standard third party SaaS platform (for ChatBot/Chat, Push notification etc.) shall be used.
- Mobile App (Android + iOS) shall be native and UI design of the Apps shall be very user friendly and it shall have push notification feature.
- CMS should have provision of multiple users access level such as Author, Editor, Administrator etc. with different access levels. It should also have the provision of enabling approval of uploaded content.
- The website shall be compliant (Conformance Level "Double-A") to the World Wide Web Consortium (W3C) Website Accessibility Guidelines (WAG) version 2.0.
- The web portal and Mobile App should have same functionalities and should also have facility like Newsletter, Discussion forum, Blogs, Ask a question, Post an Idea etc.
- All features/modules/plugins should be developed as extensions of the base CMS so that upgradation of the base CMS and its supporting environment can be easily performed.
- The portal should have feature to create multiple users with different role like super admin, admin, editor, moderator, author, viewer/subscriber etc.
- The portal should have the provision to upload and store the static/media files.
- CMS should have standard APIs for mobile apps and its support for integration with other apps.
- CMS should be dynamic in nature to facilitate New Page/menu items/sub menu items Creation/ deletion/modification etc. using web based front end editor.
- The Business Layer for the Web Portal and the Mobile Apps should be a single one for better integrity of the business logic and to improve maintainability.



- Some of the REST APIs to be used from mobile APPs should also be callable from external applications which NEDFi may like to get developed subsequently. These will obviously be restricted to only read or retrieve data.
- It will be necessary to deliver the final Software Requirement Specification (SRS) and Software Design Document (SDD) before the final payment is released. This is with a view to allow ESDS not necessarily to follow a rigid Waterfall Model for Software Development Life Cycle (SDLC) and also to be able to incorporate necessary changes in these two documents which may be discovered during the eight-month period.

B) Setup of the underlying Infrastructure required for proposed web portal & Mobile App

The Software/Web Application/Website development agency shall have to setup the underlying cloud infrastructure such a way that:

- It shall able to work smoothly under the load of 10,000 concurrent users.
- The underlying infrastructure should have both automated vertical and horizontal auto scaling capabilities based on live traffic so as to optimize performance and cost.
- CDN shall be used for performance and cost optimization. The proposed CDN (CloudFlare/CloudFront) shall have a POP in a location near North East India.
- Open source and Linux based ecosystem for web, application and database server shall be used.

C) Security Requirements

ESDS shall have to include the following security points in the proposed web portal and mobile app:

- Website should be Free from OWASP Top 10 vulnerabilities.
- Use of SSL/TLS encryption to protect the data between the server and the browser against eavesdropping if required. Also, it is to be ensured that playback attacks are not possible.
- Re-CAPTCHA to be implemented for login and for all forms on the System.
- Industry standard Password policy to be implemented for all the users.
- The SAREC NER systems shall employ activity logging which enables to provide data on e.g. Current Users, History of logged in users, Authorized users, Role based access etc.
- Applications and programming interfaces (APIs) shall be designed, developed, deployed, and tested in accordance with leading industry standards (e.g., OWASP for web applications) and adhere to applicable legal, statutory, or regulatory compliance obligations.
- Each operating system shall be hardened to provide only necessary ports, protocols, and services to meet business needs and have in place supporting technical controls such as: antivirus, file integrity monitoring, and logging as part of their baseline operating build standard or template.
- ESDS has to make arrangement to carry out a security audit by Cert-In Empaneled vendor and obtain clearance certificate prior to making the system Live.

D) Training and Documentation

ESDS shall be responsible for providing training and documentations as follows:

- Installation Manual covering
 - a. Onto a "bare" platform (i.e. OS installed).





दिल्ली मेट्रो रेल कॉर्पोरेशन लिंटो DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

No. I-02001(01)/89/2020-IT/

Dated: 28.11.2020

LETTER OF ACCEPTANCE

To,

ESDS Software Solution Pvt. Ltd,
Plot No. B-24/25 NICE AREA, MIDC SATPUR
Nashik, Maharashtra, 422007

Sub: Contract – CMRSP20: Design, Development and Maintenance of Online Portal for Submission of Sanction Applications to Commissioner Metro Railway Safety

Ref: (i) DMRC Tender CMRSP20 including Addendum 1 dated 15.07.2020, Addendum 2 dated 21.07.2020n and Addendum 3 dated 31.07.2020.
(ii) Your offer for the above captioned tender submitted on 06.08.2020
(iii) Your response to post bid queries dt 21.10.2020

Dear Sir,

We are pleased to inform you that Delhi Metro Rail Corporation Limited (DMRC) has accepted your offer submitted for the above captioned as set out in the Scope of Work as defined in CMRSP20 tender documents, for a total Lump sum price as indicated below:

INR 95,99,342/- (Ninety-Five lakh, ninety-nine thousand, three hundred and forty-two only)

Details of prices are attached at Annexure-A to this letter.

- The Tender prices are fixed lump sum price inclusive of all central/state/local taxes, duties, levies, Cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax /GST/Labour Cess etc.
- The above price is subject to adjustment in accordance with the provision of contract document.
- The resulting Contract for CMRSP20 will consist of and be constituted by the Letter of Acceptance together with:
 - Employer's Requirements- Particular Specification consolidated incorporating clarifications in response to queries
 - The Special Conditions of Contract (Tender Document)
 - The General Conditions of Contract (Tender Document)
 - Notice of Invitation to Tenderers and Instructions to Tenderers (Tender Document)
 - The Contractor's proposals submitted on 06.08.2020
 - Your response to post -bid queries dated 21.10.2020
- All the works will be executed in accordance with the conditions; specifications and standards stipulated in the tender and any qualifications to the Employer's Requirements, General and Special Conditions of Contract submitted by you with your tender and subsequent letters shall be deemed to be removed by you and shall have no effect whatsoever.
- It may be noted that the rate accepted shall remain fixed and final till satisfactory completion of work.



You shall furnish; on issue of the letter of Acceptance-

Performance Security, Contractor's Warrantee as applicable in the stipulated format, as per clause F5 of ITT.

5. It may be noted that in the event of your failure to communicate your acceptance within seven days Here of, this letter of acceptance shall automatically stand lapse entirely at your risk and responsibility without prejudice to other rights and remedies that may be available to the corporation in this regard.

Time of Completion:

6. The work should start from 30.11.2020 which would be treated as Notice to Proceed as per ITT clause C8.2. Time for completion of work in all respect is within 84 months including 4 months of development, testing and hosting of Software.
7. You shall also undertake not to use information gained in the Contract for any purpose without obtaining the prior approval of DMRC and shall not make any public announcement or divulge any material relating to the project both in India and overseas without the prior written consent of DMRC.
8. This Letter of Acceptance shall form part of the Contract Agreement to be signed later and shall be binding as Contract Agreement till detailed agreement is signed.
9. Please take necessary action as required vide clause F4 of Instructions to Tenderers (ITT) for signing of contract agreement.
10. The work shall be completed as per "Key dates" mentioned in Tender.
11. The Letter of Acceptance is sent to you in duplicate. You are required to return one copy duly signed on all pages indicating your unconditional acceptance thereof so as to reach the undersigned within seven days of issuance of this letter.

Thanking You,

Yours Sincerely,



(Saurabh Sharma)

SAURABH SHARMA
Sr.OGM/IT

For OMRC Ltd.
Delhi Metro Rail Corp. Ltd.
Metro Bhawan, Fire Brigade Lane,
Banskhamba Road, New Delhi-110001



Bill of Quantities (BOQ)

Sl. No.	Item Description	Quantity	Units	BASIC RATE (including GST) In Figures To be entered by the Bidder in Rs.	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1	Part A: Development of Software as per scope of work	1	Nos.	21,15,249	21,15,249	INR Twenty-one Lakh Fifteen Thousand Two Hundred & Forty-Nine Only
1	Part B: Hardware for implementation of onsite archival system & 5-year onsite support and warranty back lined with O&M, for supplied software OR Hosting and support charges for cloud based archival system for 5 years (as per Clause 6.10 of Particular Specifications)	1	Nos.	4,98,113	4,98,113	INR Four Lakh Ninety-Eight Thousand One Hundred & Thirteen Only
3	Part C: Annual support for Cloud based hosting and services (minimum 2 TB storage)	5	Nos.	5,85,752	29,28,760	INR Twenty-Nine Lakh Twenty-Eight Thousand Seven hundred & Sixty Only
4	Part D: Annual support for software developed	5	Nos.	3,86,644	19,33,220	INR Nineteen Lakh Thirty-Three Thousand Two Hundred & Twenty Only
5	Part E: Annual charges for one manpower positioned at DMRC office for support	5	Nos.	4,24,800	21,24,000	INR Twenty-One Lakh Twenty-Four Thousand Only
Total in Figures					9599342.00	INR Ninety-Five lakh, ninety-nine thousand, three hundred and forty-two only





**दिल्ली मेट्रो रेल कॉर्पोरेशन लिटी
DELHI METRO RAIL CORPORATION LTD.**
 (मारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम)
 (A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

DMRC/IT/CMRSP20/WEC

14.09.2023

**WORK EXPERIENCE CERTIFICATE
(For Ongoing Works)**

1.	Name of the Work & Contract No.	Contract-CMRSP20: Design, Development and Maintenance of Online Portal for Submission of Sanction Application to Commissioner Metro Railway Safety
2.	LOA No. & Date	1. I-02001(01)/89/2020-IT Dated 28.11.2020. 2. DMRC/IT/CMRSP20/Variation Dated 13.07.2022
3.	Name of the Contractor & Address	ESDS Software Solution Ltd. Address: Plot No. B- 24 & 25, NICE Industrial Area, Satpur MIDC, Nashik.
4.	Joint Venture/Consortium along with % share of all members (as per MOU)	NA
5.	Contract Price 1. Original Contract Value 2. Revised/Final Contract Value	1. INR- 95,99,342/- 2. INR- 1,06,05,646/-
6.	Value of actually executed works (as on date of issue of certificate)	INR- 59,15,945/-
7.	Stipulated date of commencement of works	30.11.2020
8.	Stipulated date of completion	30.03.2026
9.	Details of EOTs	1st Extension of Time – 18/08/2023
10.	Scope of Work	Design, Development and Maintenance of Online Portal for Submission of Sanction Application to Commissioner Metro Railway Safety
11.	Status of work along with overall % progress achieved till date	Physical Progress: The online portal was designed, developed, and made live on 16.08.2021. It is currently in the support and maintenance phase. Financial Progress: 55.78% of the payment has been released.
12.	Liquidated Damages levied for delay if any	No
13.	Overall Performance of partially completed portion of work	Satisfactory.

This Certificate is being issued for business development purposes on the request of the contractor.



(Saurabh Sharma)

For and on behalf of Delhi Metro rail Corporation Ltd





ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B-24 & 25, NICE Industrial Area,
Satpur MIDC Road, Nashik, Maharashtra - 422 007.
Toll Free: 1800 209 3006 | Email: getintouch@esds.co.in



Ref: ESDS/NCSM/US/TC-1/2025-26

Dt: 27/7/2025

To
Sr. Controller of Stores & Purchase
National Council of Science Museums
(Ministry of Culture, Govt.of India)
33, Block GN, Sec V, Bidhannagar
Kolkata – 700091

Sub: STQC Certification Experience as per PQ Terms

Tender No: I-18012/2/25(90)

Name of the work: Development of a New Portal for SPoCS and MGA (Design, Development, Implementation with Maintenance and STQC (Standardization Testing and Quality Certification). The portal should deploy online application, processing and monitoring functions of SPoCS & MGS with 4 years of maintenance period beyond 1-year warranty.

Dear Sir,

With reference to the above-mentioned tender, we would like to highlight that **we are a MEITY-empanelled, STQC-audited Government Community Cloud (GCC) service provider**, offering IaaS, SaaS, and PaaS services. We are also a **CMMI Level 5 certified organization** engaged in web hosting and e-Governance web application development.

It is also pertinent to mention that **conducting CERT-IN certified VAPT audits** is mandatory for hosting any web-based e-Governance applications, which we regularly carry out through STQC as well as other CERT-IN certified auditors.

We hereby confirm that we possess relevant experience in conducting **STQC audits** for both hosting platforms and web applications.

Please find below the link referencing our STQC audit details:

<https://ambud.meity.gov.in/#location> – Refer to Row 5, where **ESDS** is mentioned.

Enclosed herewith:

- Copies of STQC audit reports for our entire platform for the last 3 years
- Sample CERT-IN audit certificates and STQC certificates

We trust the above meets the requirements as per the tender's pre-qualification criteria.

Thanking you,

For ESDS Software Solution Ltd.

Name: Mr. Utpal Saha

Designation: Director – Sales

Address: Plot No. B- 24 and 25, NICE Industrial Area, Satpur MIDC, Nashik 422007



CIN: U72200MH2005PLC155433

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MeitY
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भारती सरकार
Government of India
इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय
Ministry of Electronics & Information Technology
इलेक्ट्रॉनिक्स निकेतन, 6, सी जी ओ एसीएलॉक्स, नई दिल्ली-110003
Electronics Niketan, 6, C G O Complex, New Delhi-110003
Website: www.meity.gov.in

संख्या 3(8)/2019-EG-II

दिनांक 27.11.24

No.....

Date.....

Letter of Extension of Empanelment

To,
Sh. Sanchit Taraiya,
ESOS Software Solution Limited,
Plot No. B-24 & 25, NICE,
Industrial Area, Satpur, MIDC,
Nashik-422007

Sub: Extension of Empanelment of Cloud Service offerings of Cloud Service Provider

This has the reference to the extension of empanelment of Cloud Service Offerings of existing empaneled Cloud Service Providers (CSPs) beyond 31st March 2024. In this regard, it is to inform you that, with the approval of competent authority, **the empanelment validity period of your organization for empanelment of Cloud Service Offerings of Cloud Service Provider has been extended for a period of three years (i.e., up till 31st March 2027) from the date of expiry of the current empanelment.**

2. The information and documents submitted by your organization has been examined and post successful STQC audit, **your organization is found** to be compliant to the MeitY's empanelment requirement. The empaneled Cloud Service Offerings along with compliant data center of your organization, is enclosed as Annexure-I.

3. In case, any information provided by you is found to be false/incorrect and non-compliant with the empanelment requirements at any stage of the currency of empanelment, your organization shall be de-empaneled.

4. You are requested to communicate in writing accepting the terms and conditions contained with this letter within a period of 15 days of receipt of this letter. The letter of empanelment will stand annulled, in case MeitY does not receive your acceptance.

5. It may be noted, that the **STQC audit conducted for the Cloud service offering is valid for duration of three years**, however the CSP has to undergo a surveillance audit every year for following two requirements:

- i. Minimum security and technical requirement specified by MeitY.
- ii. Any additional requirement specified by MeitY /requirement arising out of any additional service proposed to be offered by the CSP.

Enclosures: (8 pages)

(Dr. Kshitij Kushagra)
Scientist 'F'

Dr. KSHITIJ KUSHAGRA
Scientist 'F'

Government of India
Ministry of Electronics & Information Technology
Electronics Niketan, 6, CGO Complex,
Lodhi Road, New Delhi-110003



(Annexure-1)

Compliance matrix for empaneled Cloud Service Offering of Cloud Service Provider.

1. Bouquet of Cloud Services

I. Basic Cloud Services

Basic Cloud Service Offering	Public Cloud	Virtual Private Cloud	Government Community Cloud
I. Compute Services			
Virtual Machine	YES	YES	YES
II. Storage Services			
Block Storage	YES	YES	YES
Object Storage	YES	YES	YES
File Storage	YES	YES	YES
Archival Storage	YES	YES	YES
III. Database Services			
Microsoft SQL as a Service - Standard Edition	YES	YES	YES
Microsoft SQL as a Service - Enterprise Edition	YES	YES	YES
Microsoft SQL as a Service - Web Edition	YES	YES	YES
IV. Network Services			
Virtual Network	YES	YES	YES
Application Load Balancer (Virtual/Physical)	YES	YES	YES
Network Load Balancer (Virtual/Physical)	YES	YES	YES
VPN Gateway - Site to Site Connection	YES	YES	YES
VPN Gateway - Point to Site Connection	YES	YES	YES
Firewall	YES	YES	YES
Public IP	YES	YES	YES
Web Application Firewall	YES	YES	YES
V. Security Services			
Identity and Access Management	YES	YES	YES
Active Directory Services	YES	YES	YES
VI. Support Services			
Basic Support Services	YES	YES	YES
Enterprise Support Services	YES	YES	YES

(Contd...)



ii. Advanced Cloud Services

Advanced Cloud Service Offering	Public Cloud	Virtual Private Cloud	Government Community Cloud
i. Compute Services			
Containers	YES	YES	YES
ii. Database Services			
Microsoft SQL as a Service	YES	YES	YES
PostgreSQL as Service	YES	YES	YES
Oracle as a Service	YES	YES	YES
MariaDB as a Service	YES	YES	YES
iii. Network Services			
Content Delivery Network	YES	YES	YES
MPLS Connectivity (Port Charges)	YES	YES	YES
iv. Security Services			
Hardware Security Module	YES	YES	YES
Distributed Denial of Services	YES	YES	YES
TLS/SSL Certificate Management	YES	YES	YES
Dual/Multifactor Authentication	YES	YES	YES
v. Monitoring Services			
Log Analysis	YES	YES	YES
Operational Metric Collection	YES	YES	YES
Alarm Service	YES	YES	YES
Notification Service	YES	YES	YES
vi. Analytics Services			
Streaming Service	YES	YES	YES
Massive Data Processing Service	YES	YES	YES
Data Warehousing Service	YES	YES	YES
vii. Office Productivity Suit			
Office Productivity Suit	YES	YES	YES
viii. Managed Services			
Disaster Recovery as a Service (DRaaS)	YES	YES	YES
Backup as Service	YES	YES	YES

2. List of Datacenter offering empaneled Cloud Service:

Location of the Data Center Facility	i. Nashik-422007, India ii. Bengaluru-560100, India
Government Community Cloud (GCC) Complied Datacenters	i. Nashik-422007, India ii. Bengaluru-560100, India

3. Mandatory certifications for empanelment

Certification	Remark
ISO 27001:2013/2022	Complied
ISO 20000-1:2018	Complied
ISO 27017:2015	Complied
ISO 27018:2019	Complied
TIA-942 / UPTIME (Tier III or higher)	Complied

4. Whether STQC Audited Yes



General Terms and Conditions

1. Representations and Warranty

Cloud Service Provider represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this Empanelment.

2. Right to Terminate

MeitY reserves the right to terminate the empanelment by giving a notice of one month if the performance of the cloud service provider is not found satisfactory. The Cloud Service Provider shall be given a period of thirty days to cure the breach or fulfil the empanelment obligations. Failing which MeitY shall notify the Cloud Service Provider in writing of the exercise of its right to terminate the empanelment, indicating the contractual obligation(s) in the Letter of Award of Empanelment for which the cloud service provider is in default.

3. Termination for Default

a. In the event that MeitY believes that the Cloud Service Provider is in material breach of its obligations under the Empanelment Terms, MeitY may, without prejudice to any other remedy for breach of terms of empanelment, terminate the empanelment in whole or part upon giving a one month's prior written notice to the Cloud Service Provider. Any notice served pursuant to this clause shall give reasonable details of the material breach, which could include the following events and the termination will become effective:

- i. Cloud Service Provider becomes insolvent, bankrupt, resolution is passed for the winding up of the service provider's organization;
- ii. Information provided to MeitY is found to be incorrect;
- iii. Empanelment conditions are not met as per the requirements of the Letter of Award of Empanelment;
- iv. Misleading claims about the empanelment status are made;
- v. If the Cloud Service Provider fails to perform any other obligation(s) under the empanelment terms.



b. In the event the MeitY terminates the empanelment in whole or in part, the Government Department(s) (that have signed the MSA with the Cloud Service Provider) may procure, upon such terms and conditions as it deems appropriate, services similar to those undelivered, and the Cloud Service Provider shall be liable to the Government Department(s) for any excess costs for such similar services where such excess costs shall not exceed 10% of the value of the undelivered services. However, the Cloud Service Provider shall continue to work with the Government Department to the extent not terminated. On termination, the exit management and transition provisions as per the Master Services Agreement will come into effect.

4. Confidentiality

- The Cloud Service Provider will be exposed, by virtue of the agreed activities as per the Letter of Award of Empanelment, to internal official business information of Government Departments. The service provider would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The Cloud Service Provider must safeguard the confidentiality of the Government Department's business information, applications and data. For this, Cloud Service Provider is required to sign Non-disclosure agreement with concerned Government Department (for the respective project).
- Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the Empanelment. The MeitY may apart from blacklisting the Cloud Service Provider, initiate legal action against the Cloud Service Provider for breach of trust. The Cloud Service Provider shall also not make any news release, public announcements or any other reference on Letter of Award of Empanelment or empanelment agreement without obtaining prior written consent from the MeitY.
- Cloud Service Provider shall use reasonable care to protect classified information from unauthorised disclosure and use.

5. Arbitration

If, due to unforeseen reasons, problems arise during the progress of the empanelment leading to disagreement between the Government Department and the Cloud Service Provider, both the Government Department and the Cloud Service Provider shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the



position of the case, either the Government Department or the Cloud Service Provider, as the case may be, can give notice to the other party of its intention to commence arbitration and the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996, and the place of the arbitration will be NCT of Delhi (or a city as determined by the Government Department in its MSA).

6. Indemnification

There shall be no infringement of any patent or intellectual & industrial property rights by the Cloud Service Provider as per the applicable laws of relevant jurisdictions, having requisite competence, in respect of the deliverables or any part thereof, supplied under the Empaneled Terms. Cloud Service Provider shall indemnify the concerned Government Department against all cost/claims/legal claims/liabilities arising from third party claim at any time on account of the infringement or unauthorized use of patent or intellectual & industrial property rights of any such parties.

7. Governing law and Jurisdiction

This Empanelment Award and any dispute arising from it, whether contractual or non-contractual, will be governed by Laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of NCT of Delhi, India.

8. Limitation of Liability

- a. The liability of Cloud Service Provider (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, deliverables or Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value (contract with the Government Department). The liability cap given under this clause shall not be applicable to the indemnification obligations.

9. Relationship

- a. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the Government Department and the Cloud Service Provider. No partnership shall be constituted between the Government Department and the Cloud Service Provider by virtue of this empanelment nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The Cloud Service Provider shall be fully responsible for the services performed by them or on their behalf.



- b. Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party's prior written approval.

10. Fraud and Corruption

- a. The Cloud Service Provider engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). The following terms apply in this context:
 - b. MeitY will de-empanel the Cloud Service Provider if they have been found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.
 - c. These terms are defined as follows:
 - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of any Government Department during the tenure of empanelment.
 - ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, which includes collusive practice among Cloud Service Providers (prior to or after proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive Government Department the benefits of free and open competition.
 - iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
 - iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
 - v. "Collusive practices" means a scheme or arrangement between two or more Cloud Service Providers with or without the knowledge of the Government Department, designed to establish prices at artificial, non-competitive levels.
 - d. MeitY will de-empanel the Cloud Service Provider, if it determines that the Cloud Service Provider whose cloud service offerings are empaneled has directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment.



11. Change of Control

- a. A Change of Control is deemed to be occurred whereby the Cloud Service Provider has merged, amalgamated, or been taken over, due to which the majority shareholding of the Cloud Service Provider has been transferred to another entity.
- b. In the event of a change of control of the Cloud Service Provider during the Term of Empanelment, the Cloud Service Provider shall promptly notify MeitY and concerned Government Department of the same.
- c. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Cloud Service Provider shall not be deemed an event of a change of control for purposes of this clause.
- d. MeitY will have the right to assess the credentials of the entity to which the majority shareholding of the Cloud Service Provider has been transferred to and may exercise its right to terminate the award of empanelment in case MeitY finds the credentials non-compliant to the Empanelment criteria.
- e. Pursuant to termination, the effects of termination as set out in Clause 3 of this Award of Empanelment shall follow.



भारत सरकार
Government of India
इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय
Ministry of Electronics & Information Technology
इलेक्ट्रॉनिक्स निकेतन, 6, सी जी ओ कॉम्प्लेक्स, नई दिल्ली-110003
Electronics Niketan, 6, C G O Complex, New Delhi-110003
Website: www.meity.gov.in

संख्या 3(8)/2019-EG-II
No. _____

दिनांक 18.10.2024
Date _____

Letter of Empangement for inclusion of additional Data Centre

To
Sh. Sanchit Taratya,
ESDS Software Solution Limited,
Plot No. B-24 & 25, NICE,
Industrial Area, Satpur, MIDC,
Nashik-422007

Sub: Inclusion of additional Data Centre facility at Airoli, Navi Mumbai

This has the reference to your application submitted for the inclusion of additional Data Centre facility at Airoli, Navi Mumbai.

2. The information, documents and clarifications submitted by your organization for the inclusion of additional Data Centre facility at Airoli, Navi Mumbai have been examined and **post successful STQC audit, the proposed additional Data Centre facility is found to be compliant to the MeitY's empanelment requirement. The empaneled Cloud Service Offerings along with compliant Data Centre (s), is enclosed as Annexure-I.**
3. Other terms and conditions of this Data Centre facility will remain same as per the empanelment letter issued to your organization dated 04th March 2024.
4. **The empanelment validity for the Data Centre facility at Airoli, Navi Mumbai will be coterminous with the date of expiry of the current empanelment i.e., 31.03.2027.**

Enclosures: (3 pages)


(Dr. Kshitij Kushagra)
Director



1. List of Data Centre(s):

Location of the Data Centre Facility	i. No. 201 & 202, A&B Wing, 2nd Floor, Reliable Tech Park, Cloud City Campus, Village-Ethen, Kalwa Industrial Estate, Thane-Belapur Road, Airoli, Navi Mumbai-400708.
Government Community Cloud (GCC) Complied Data Centres	i. No. 201 & 202, A&B Wing, 2nd Floor, Reliable Tech Park, Cloud City Campus, Village-Ethen, Kalwa Industrial Estate, Thane-Belapur Road, Airoli, Navi Mumbai-400708.

2. Mandatory certifications for empanelment

Certification	Remark
ISO 27001:2013	Complied
ISO 20000-1:2018	Complied
ISO 27017:2015	Complied
ISO 27018:2019	Complied
TIA-942 / UPTIME (Tier III or higher)	Complied

3. Whether STQC Audited

Yes



4. Bouquet of Cloud Services

1. Basic Cloud Services

Basic Cloud Service Offering	Public Cloud	Virtual Private Cloud	Government Community Cloud
i. Compute Services			
Virtual Machine	YES	YES	YES
ii. Storage Services			
Block Storage	YES	YES	YES
Object Storage	YES	YES	YES
File Storage	YES	YES	YES
Archival Storage	YES	YES	YES
iii. Database Services			
Microsoft SQL as a Service - Standard Edition	YES	YES	YES
Microsoft SQL as a Service - Enterprise Edition	YES	YES	YES
Microsoft SQL as a Service - Web Edition	YES	YES	YES
iv. Network Services			
Virtual Network	YES	YES	YES
Application Load Balancer (Virtual/Physical)	YES	YES	YES
Network Load Balancer (Virtual/Physical)	YES	YES	YES
VPN Gateway - Site to Site Connection	YES	YES	YES
VPN Gateway - Point to Site Connection	YES	YES	YES
Firewall	YES	YES	YES
Public IP	YES	YES	YES
Web Application Firewall	YES	YES	YES
v. Security Services			
Identity and Access Management	YES	YES	YES
Active Directory Services	YES	YES	YES
vi. Support Services			
Basic Support Services	YES	YES	YES
Enterprise Support Services	YES	YES	YES



II. Advanced Cloud Services

Advanced Cloud Service Offering	Public Cloud	Virtual Private Cloud	Government Community Cloud
i. Compute Services			
Containers	YES	YES	YES
ii. Database Services			
Microsoft SQL as a Service	YES	YES	YES
PostgreSQL as Service	YES	YES	YES
Oracle as a Service	YES	YES	YES
MariaDB as a Service	YES	YES	YES
iii. Network Services			
Content Delivery Network	YES	YES	YES
MPLS Connectivity (Port Charges)	YES	YES	YES
iv. Security Services			
Hardware Security Module	YES	YES	YES
Distributed Denial of Services	YES	YES	YES
TLS/SSL Certificate Management	YES	YES	YES
Dual/Multifactor Authentication	YES	YES	YES
v. Monitoring Services			
Log Analysis	YES	YES	YES
Operational Metric Collection	YES	YES	YES
Alarm Service	YES	YES	YES
Notification Service	YES	YES	YES
vi. Analytics Services			
Streaming Service	YES	YES	YES
Massive Data Processing Service	YES	YES	YES
Data Warehousing Service	YES	YES	YES
vii. Office Productivity Suit			
Office Productivity Suit	YES	YES	YES
viii. Managed Services			
Disaster Recovery as a Service (DRaaS)	YES	YES	YES
Backup as Service	YES	YES	YES



CSP Audit Detailed for ESDS Software Solutions Limited

Audit Criteria for Cloud Service Providers (Detailed Report)

M/S ESDS Software Solution Ltd.

Ministry of Electronics and Information Technology

Electronics Niketan, 6, CGO Complex

New Delhi-110 003

October 2020



CSP Audit Detailed for ESDS Software Solutions Limited

CSP Audit Summary for ESDS Software Solution Limited

1. Name of CSP Organization:

ESDS Software Solution Limited

2. STQC Assessment Team members:

- a. Makarand Deshpande, Scientist F
- b. Sunil Singh, Scientist C
- c. Lipika Kaushik, Scientist C

3. Date of Audits

- a. VC (online) - Date- 25th June 24 (Auditors: Mr. Makarand , Mr. Sunil)
Date- 26th June 24 (Auditors: Mr. Makarand , Ms. Lipika)
- b. On site - Airoli - 3rd July 2024 (Auditors : Mr. Makarand & Mr. Sunil)

4. Audit criteria

STQC (MeitY) Cloud Service Provider- Audit Criteria Oct.-2020

5. Scope of CSP services:

- a. Infrastructure as a Service (IaaS)
- b. Platform as a Service (PaaS)
- c. Software as a Service (SaaS)

6. General Observations:

Strengths:

1. Technology
2. Performance
3. Competence and knowledge

Weakness:

Nil



CSP Audit Detailed for ESDS Software Solutions Limited

7. Observations raised by Audit team and its response/corrective action by ESDS

- i. Auto scaling of VMs to be demonstrated on the portal.

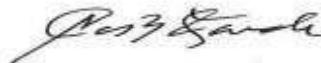
CSP response : Scaling of VMs was demonstrated via portal, wherein user could also see alerts for the same. The processor utilization was also captured.

STQC Comment: Observation closed.

8. Recommendation

ESDS Software Solution Ltd. complies with the STQC (MeitY) Cloud Service Provider - Audit Criteria Oct.-2020. The STQC assessment team recommends for Scope Expansion of Airoli DC (Navi Mumbai). Cloud Service Provider (CSP) is capable to provide services- **Infrastructure as a service (IaaS), Platform as a service (PaaS) and Software as a Service (SaaS)** for all Basic Cloud Services and Advanced Cloud Services in all deployment models (Virtual Private cloud, Public Cloud and Government Community Cloud).

STQC Team lead



(Makarand Deshpande)

STQC (MeitY)

Page 3 of 21



CSP Audit Detailed for ESDS Software Solutions Limited

Specific requirements for Cloud Service Providers (CSPs) to comply with are listed below.

1. General Requirement

CSP is handling Government Ministry/Department account and the STQC team during the audit cycle have audited the corresponding account (Mumbai Municipal Corporation) handled by the Applicant CSP.

2. Data Center Facilities

The Data Center Facility (or each of the facilities as the case may be) proposed for scope expansion of Data Centre (facility from where the Cloud Service Offerings are proposed to be offered) have met the criteria as follows....

Sno.	Conformance Requirements	Response (Yes /No)	Details/Remarks
1.	Does the Data Center Facility reside within India?	Yes	ESDS DCs are located at 03 locations in India. DC under consideration is located at Airoli in Navi Mumbai (Maharashtra) at No.201 & 202, A&B Wing, 2nd Floor, Reliable Tech Park, Cloud City Campus, Village – Elthen, Kalwa Industrial Estate, Thane – Belapur Road, Airoli, Navi Mumbai – 40070 Maharashtra
2.	Does the Data Center currently operational and have a minimum capacity of 50 racks being operational?	Yes	Airoli DC is operational with Rack capacity of 192 Nos. Server HALL-1: 88 Racks, Server HALL=2: 104 Racks
3.	Does the Data Center facility have? <ul style="list-style-type: none"> i. Availability of Routers, Firewalls, LAN, WAN, Internet Access, and Hosting Centers, Backup, Operations Management, and Data Management ii. Availability of Security & Data Privacy (Data & Network Security including Anti- Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Data Encryption have been demonstrated. They comply with key industry standards, such as ISO/IEC 27001:2022. (Certification No. KDACI202310012. Validity date of certificate: 04/05/2025) 	Yes	<ul style="list-style-type: none"> i. The Data Center facility had the facilities of Routers, Firewalls, LAN, WAN, etc. ii. The capabilities Firewall, Anti-Virus, Multifactor Authentication, VPN, IPS, Data Encryption have been demonstrated. They comply with key industry standards, such as ISO/IEC 27001:2022. (Certification No. KDACI202310012. Validity date of certificate: 04/05/2025)



CSP Audit Detailed for ESDS Software Solutions Limited

4.	Does the Data Center Facility have Tier Level and certifications (Conformance to at least Tier III standard, preferably certified under TIA 942 or Uptime Institute certifications by a 3rd party)?	Yes	ESDS DC Conformance to the requirements Data Center TIA-942-B Rated 3 compliant for Airoli DC, Mumbai Certificate number: QSA-18041583. Issue date of certificate: 25/3/2024. Expiration date of certificate: 24/3/2027
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STQC (MeitY)

Page 5 of 21



CSP Audit Detailed for ESDS Software Solutions Limited

3. Compliance Certification Requirements

Data Center facility is owned by a CSP (leased Property), the CSP provided and submitted the certification(s) in its name. All certifications requested as part of the application are issued in the name of the CSP.

Sno.	Certification	Response (Yes/No)	Certificate Details with valid up till
1.	ISO 27001:2022 (Issued in the name of CSP)?	Yes	ESDS- Airoli DC Certified for latest version of ISO 27001: 2022 Certificate Number: KDACI202310012 Issue date of certificate: 05/05/2022 Expiration date of certificate: 04/05/2025
2.	ISO 20000-1:2018 (Issued in the name of CSP)?	Yes	ESDS- Airoli DC Certified for ISO 20000-1:2018 Certificate number: ICI-IT-2310047 Issue date of certificate: 18/10/2023 Expiration date of certificate: 17/10/2026
3.	ISO 27017:2015 (Issued in the name of CSP)?	Yes	ESDS- Airoli DC Certified for ISO 27017:2015 Certificate number: QSA-20122596 Issue date of certificate: 21/12/2023 Expiration date of certificate: 20/12/2026
4.	ISO 27018:2019 (Issued in the name of CSP)?	Yes	ESDS- Airoli DC Certified ISO 27018:2019 for Certificate number: QSA-20122597 Issue date of certificate: 21/12/2023 Expiration date of certificate: 20/12/2026
5.	TIA-942/ UPTIME (Tier III or higher) (Issued in the name of CSP ‘OR’ Data Center Facility Owner)?	Yes	ESDS- Airoli DC Certified for TIA-942 Certificate number: QSA-18041583 Issue date of certificate: 25/3/2024 Expiration date of certificate: 24/3/2027



CSP Audit Detailed for ESDS Software Solutions Limited

4. Conformance to Deployment Model Specific Requirements

Sno.	Conformance Requirements	Response (Yes/No)	Details/Remarks
1.	Does the CSP meet the Requirement(s) for Public Cloud Deployment Model?	Yes	ESDS meets all the requirements which are compulsory under Public Cloud Deployment Mode.
2.	Does the CSP meet the Requirement(s) for Virtual Private Cloud Deployment Model	Yes	ESDS meets all the requirements which are compulsory under Virtual Private Cloud Deployment
3.	Does the CSP meet the Requirement(s) for Government Community Cloud Deployment Model?	Yes	ESDS meets all the requirements which are compulsory Government community cloud deployment.
4.	Does the CSP meet the requirement of minimum 5 numbers of 42U racks for GCC environment?	Yes	Racks Capacity: Nos. 190 At Present, 12 nos. of Rack Deployed for GCC at Airoli DC which are AR01, AR02, AR03, AR09, AR10, AR11, CR01, CR02, CR03, DR01, DR02, DR03
5.	Does the CSP meet all the General Requirement(s) for all the Deployment Models?	Yes	ESDS meets the requirements for deployment of Public Cloud, virtual Private Cloud and Government community Cloud.



CSP Audit Detailed for ESDS Software Solutions Limited

5. Conformance to General Requirements for all Cloud Service Models

The below technical requirements shall be applicable on all the Cloud services offered from any of the Cloud services model, i.e. Infrastructure as a Service, Platform as a Service, Software as a Service, offered using Public Cloud, Virtual Private Cloud and Government Community Cloud.

S. no.	Conformance Requirements	Response (Yes/No)	Details/Remarks
a) Service Management and Provisioning Requirements			
1.	Does the CSP report Provisioning of virtual machines, storage and bandwidth dynamically (or on-demand) on a self-service mode or as requested?	Yes	ESDS offers provisioning of VMs, Storage and bandwidth dynamically on the portal or using CLI / PowerShell scripts / Terraform. They have demonstrated the same during audit.
2.	Does the CSP report Secure provisioning, de-provisioning and administering [such as Secure Sockets Layer (SSL)/Transport Layer Security (TLS) or Secure Shell (SSH)]?	Yes	ESDS offers Secure provisioning, de-provisioning and administering services on the portal or using CLI / PowerShell scripts / Terraform. SSL, TLS certificate can be used to encrypt web traffic.
b) Operational Management Requirements			
3.	Does the CSP provide a secure, dual factor / multi-factor method of remote access which allows the Government Department designated personnel (privileged users) the ability to perform duties on the hosted infrastructure?	Yes	ESDS allows multi-factor authentication for increased security. This can be in the form of a code on the phone, a phone call, or password. The same has been demonstrated during audit.
4.	Does the CSP ensure that the applications / data hosted within the CSP environment immediately deleted/destroyed and certify the VM and data destruction to the Government Department cannot be forensically recovered?	Yes	When customers deletes data or exits, ESDS follows strict standards for deleting data, as well as the physical destruction of decommissioned hardware. ESDS executes a complete deletion of data on customer request and on contract termination.
5.	Does the CSP ensure that patch management is performed from time to time or as & when required?	Yes	Update Manager is a service that helps manage updates for all the machines, including those running on Windows and Linux, across , on premises, and on other cloud platforms. It allows to monitor updates compliance from a single dashboard. The same was demonstrated successfully.
6.	Does the CSP ensure that all the OS images created within the Cloud platform are regularly patched with the latest security updates?	Yes	Update Manager is used to notify about latest security patch updates. IT can manage updates for all the machines, including those running on Windows and Linux, across , on premises, and on other cloud platforms. It can also be used to install updates in real time, schedule updates within a



CSP Audit Detailed for ESDS Software Solutions Limited

			maintenance window, or automatically update during off-peak hours.
c) Data Management Requirements			
7.	Does the CSP enforce security controls and policies to secure data from unauthorized access in a multi-tenant environment?	Yes	Tenant level isolation in ESDS is achieved using ESDS Entra ID and role-based access control offered by it. Each subscription is associated with one ESDS directory.
8.	Will CSP provide the tools and mechanisms to the Government Department or its appointed agency for configuring, scheduling, performing and managing back-ups and restore activities (when required) of all the data including but not limited to files, folders, images, system state, databases and enterprise applications in an encrypted manner as per the defined policy?	Yes	The Backup service provides simple, secure, and cost-effective solutions to back up data and recover it from the ESDS cloud. The same was demonstrated successfully.
9.	Does the CSP ensure that it will delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Government Department?	Yes	When customers delete data or exit, ESDS follows strict standards for deleting data, as well as the physical destruction of decommissioned hardware. ESDS executes a complete deletion of data on customer request and on contract termination. When the subscription is cancelled, ESDS waits 45 days before permanently deleting client data. In case data is needed, to access it or retain beyond 45 days, then CSP charges as per contract.
10.	Does the CSP ensure minimum 128-bit encryption is used for handling data at rest and in transit?	Yes	ESDS offers data encryption at rest and data encryption in transit for services across IaaS, PaaS & SaaS. For data at rest by default 256-bit encryption is being used and for data in transit 2048-bit encryption key length for TLS are being used.



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S. no.	Conformance Requirements	Respon se (Yes / No)	Details/ Remarks
d) User / Admin Portal Requirements			
11.	Does the CSP meet the requirement of Utilization Monitoring like Real time performance thresholds, health checks, Capacity utilization statistics, etc.	Yes	Monitor provides real time monitoring for services. CPU spikes have been demonstrated during audit successfully.
12.	Does the CSP provide Incident Management and Ticketing via web-based portal (tools) for any incident occurrence during the operations?	Yes	ESDS has Kayako Ticket management - web based tool for incident management
13.	Does the CSP follow and adhere to latest ITIL V3 guidelines and process for the Incident management and Problem management?	Yes	ESDS is ISO 20000 certified which is based on ITIL standards including v3. Incident management checked during audit.
14.	Does the CSP meet the User profile Management requirements?	Yes	ESDS provides role-based access control (RBAC) , which helps to manage User Profiles.
e) Integration Requirements			
15.	Does the CSP meet the Integration requirements?	Yes	ESDS meets the integration requirements as they support for REST APIs and native integrations.
f) LAN / WAN Requirements			
16.	Does the CSP provide infrastructure that is IPv6 compliant?	Yes	Virtual Network enables customers to host applications in with IPv6 and IPv4 connectivity both within a virtual network and to and from the Internet.
17.	Does the CSP provide support for providing secure connection to the Data Center and Disaster Recovery Center (where applicable) from the Government Department Offices?	Yes	ESDS allows multiple options for such connectivity like DGP & OSPM protocols and VPN Gateway. VPN Gateway demonstration was done successfully during audit.
18.	Does the CSP provide support network level redundancy through MPLS lines from two different service providers, alternate routing paths facilitated at ISP backbone (MPLS), redundant network devices etc.?	Yes	ESDS has multiple PoP options to enable customers with choice of termination, geo- redundant as well as within same data center. DGP & OSPM protocols are used and were demonstrated during audit.



CSP Audit Detailed for ESDS Software Solutions Limited

S. no.	Conformance Requirements	Respon se (Yes / No)	Details/ Remarks
g) Backup Services Requirements			
19.	Does the CSP provide the backup solution support for a period of minimum 30 days or as desired by the User Department as per their needs?	Yes	ESDS Services offers backup services includes Veeam, Commvault. The daily backups are retained for 30 days by default or as per client requirements.
20.	Does the CSP provide backup service capabilities like Compression, Encryption, alert, File exclusion and Deduplication?	Yes	ESDS customers have the options and capabilities to compress, encrypt and exclude files and folders while enabling the backup using Veeam, Commvault tools. Differential backups option is also available. The same was demonstrated during audit.
h) Data Center Facility Requirements			
21.	Does the CSP data center facility and the physical and virtual hardware located within India?	Yes	Demonstrated on the portal as well as during physical visit. Physical & virtual Hardware is located in India.
22.	Does the CSP data center certified with the latest version of ISO 27001 (year 2013) and provide service assurance and effectiveness of Management?	Yes	ESDS implemented ISO 27001:2022 standard - Latest version and ensured its related compliances. (Certification No. KDACI202310012. Validity date of certificate: 04/05/2025)
23.	Does the CSP NOC and SOC facility located within India for the Cloud Environments? and the managed services quality certified for ISO 20000-1:2018?	Yes	ESDS NOC & SOC located in India. SOC facility is provided at Airoli DC. NOC locations are included at Nashik, Bangalore DC locations. ISO 20000-1: 2018 is implemented for all DC facilities
24.	Does the CSP provide complete access of the IT Infrastructure to CERT-In, MeitY or any designated body selected by MeitY / User Department?	Yes	ESDS- Airoli DC Certified for latest version of ISO 27001: 2022. Certificate Number: KDACI202310012. Issue date of certificate: 05/05/2022. Expiration date of certificate: 04/05/2025.
25.	Does the CSP Data Center conform to at least Tier III standard (preferably certified under TIA 942 or Uptime Institute certifications by a 3rd party) and implement tool-based processes based on ITIL standards?	Yes	ESDS- Airoli DC Certified for TIA-942. Certificate number: QSA-18041583. Issue date of certificate: 25/3/2024. Expiration date of certificate: 24/3/2027



CSP Audit Detailed for ESDS Software Solutions Limited

S. no.	Conformance Requirements	Respon se (Yes / No)	Details/ Remarks
i) Cloud Storage Requirements			
26.	Does the CSP ensure that the cloud storage services are made available online, on-demand, and dynamically scalable up or down as per request from the end users (Government Department or Government Department's nominated agencies) with two-factor authentication via the SSL through a web browser?	Yes	ESDS offers multiple Secure, high-performance, reliable, and scalable cloud storage like Files, Block storage, Data lake storage, Disk storage & more. These are available on demand. Block storage creation demonstrated successfully at the time of audit.
27.	Does the CSP provide users with the ability to add / remove storage with two-factor authentication via the SSL through Cloud management portal and manage storage capabilities remotely via the SSL VPN clients as against the public internet?	Yes	ESDS offers MFA like code on mobile authenticator app, biometric etc. allows multiple options for private connectivity like DGP & OSPM, VPN Gateway. It allows user to add/remove storage after logging in the portal after secure authentication.
j) Disaster Recovery & Business Continuity Requirements			
28.	Does CSP ensure continuity of operations in the event of failure of primary data center of the Government Department and meet the RPO and RTO requirements like RPO should be less than or equal to 2 hours, than or equal to 2 hours, Key transaction data shall have RPO of 15 minutes?	Yes	ESDS offers RTO for 2 hours & RPO for 15 minutes for each service depending on how it is configured. ESDS also offers backups & replication to improve RPO & RTO basis business need.
29.	Does the CSP DC and DR sites separated by a minimum distance of 100 kilometers?	Yes	Locations of DC and DR are separated by more than 100 km. 1. Nashik DC / DR 2. Airoli (navi Mumbai) DC/ DR 3. Bangalore DC / DR
30.	Does the CSP conduct DR drill once in every six months, of operation wherein the Primary DC shall be deactivated, and complete operations shall be carried out from the DR Site?	Yes	CSP offers a self-service platform to customers to decide which Data Centers are primary & DR. Moreover, it enables users with tools to replicate as well as conduct DR Drills. This is done as per user requirement.



CSP Audit Detailed for ESDS Software Solutions Limited

S. no.	Conformance Requirements	Response (Yes / No)	Details/ Remarks
k) Security Requirements			
31.	Does the CSP Data Center facility implemented the security toolset: Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDoS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting)?	Yes	CSP has implemented the security across Data & network as per ISO standards. offers Web Application Firewall, DDoS protection, private connectivity, Information protection, data labelling & protection, role-based access control, data residency in India. It is also certified as per ISO standards ISO 27001. (Certification No. KDACI202310012. Validity date of certificate: 04/05/2025)
32.	Does the CSP ensure that they meet the ever-evolving security requirements as specified by CERT-In (http://www.cert-in.org.in/)?	Yes	Yes, ESDS adopt CERT-In security guidelines and requirements as applicable, as and when required.
33.	Does the CSP ensure that they comply to Cloud Security ISO Standard ISO 27017:2015 and Privacy Standard ISO 27018:2019?	Yes	ESDS- Airoli DC Certified for ISO 27017:2015. Certificate number: QSA-20122596 ESDS- Airoli DC Certified ISO 27018:2019. for Certificate number: QSA-20122597. Expiration date of certificate: 20/12/2026
34.	Does the CSP agrees to meet any security requirements published (or to be published) by MeitY or any standards body setup / recognized by Government of India from time to time and notified to the CSP by MeitY as a mandatory standard?	Yes	ESDS meets any security requirement published by MEITY and will continue to do so.
35.	Does the CSP Cloud Platform provide Edge-to-Edge security, visibility and carrier-class threat management and remediation against security hazards like Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, botnets, etc.?	Yes	ESDS offers DDoS protection service that provide edge to edge security. The same was demonstrated during audit.
36.	Does the CSP Cloud Platform provide Web Application Filter for OWASP Top 10 protection as a service that can be enabled for Government Departments that require such a service?	Yes	ESDS Web Application Firewall (WAF) provides centralized protection for web applications from common exploits and vulnerabilities. It supports OWASP Top 10 vulnerabilities scanning. This was demonstrated during audit.



CSP Audit Detailed for ESDS Software Solutions Limited

S. no.	Conformance Requirements	Respon se (Yes / No)	Details/ Remarks
37.	Does the CSP ensure that access to Government Department provisioned servers on the Cloud should be through SSL VPN clients only as against the public internet?	Yes	ESDS Virtual Private Cloud (VPC) provides a way to isolate the resources from the public internet and provides secure network connectivity between user resources. CSP allows multiple options for private connectivity such as DGP & OSMP, VPN gateway.
38.	Does the CSP allow audits of all administrator activities performed by Government Department and allow Government Department to download copies of these logs in CSV or any other desired format?	Yes	ESDS provides a wide array of configurable security auditing and logging options to help identify gaps in the security policies and mechanisms. One can generate, collect & analyze security logs from services hosted.
39.	Does the CSP ensure that password policies adhere to security requirements as defined by CERT-IN?	Yes	ESDS Password protection Policies are implemented as per CERT-In guidelines. Demonstrated during audit.
40.	Does the CSP allows MeitY or MeitY appointed 3rd party shall conduct regular independent third-party assessments of the CSP's security controls to determine the extent to which security controls are implemented correctly, operating as intended and producing the desired outcome with respect to meeting security requirements?	Yes	ESDS agrees to provide MeitY or MeitY appointed 3 rd party for audit of security controls.
41.	Does CSP allow MeitY's designated third party auditors to conduct activities to include control reviews that include but are not limited to operating system vulnerability scanning, web application scanning and database scanning of applicable systems that support the processing, transportation, storage, or security of Department's information?	Yes	ESDS agrees to provide MeitY or MeitY appointed 3 rd party for audit of security controls.
42.	Does the CSP ensure that high-risk vulnerabilities will be mitigated within 30 days and all moderate risk vulnerabilities will be mitigated within 90 days from the date vulnerabilities are formally identified?	Yes	ESDS ensures to mitigate high risk vulnerabilities within 30 days of reporting ESDS has dedicated SOC team which perform VAPT and ensure its timely mitigation.

STQC (MeitY)

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S. no.	Conformance Requirements	Respon se (Yes / No)	Details/ Remarks
43.	Does the CSP ensure to all Government Department data, equipment, etc. by treating the information as sensitive. Sensitive but unclassified information, data, and/or equipment shall only be disclosed to empanelled personnel from the User Department?	Yes	ESDS ensures through User management Portal and provides access to empanelled personnel as per agreed SLA with user department.
44.	Does the CSP allows MeitY to perform manual or automated audits, scans, reviews or other inspections of the CSP's IT environment being used to provide or facilitate services for the User Departments through a MeitY's designated third party auditor?	Yes	MeitY or designated 3 rd party can perform the security audit based on authorization by the user department and as per agreed SLA .
45.	Does the CSP ensure that all data functions and processing be performed within the boundaries of India?	Yes	ESDS ensures that, all the data functions and processing is performed within boundary of India for government user departments.
46.	Does the CSP ensure that no data, whether in the form of backups or otherwise should be transmitted outside the boundaries and legal jurisdiction of India?	Yes	ESDS ensures that , no data (in the form of Back up or otherwise) is transmitted outside boundaries of India.
47.	Does the CSP ensure that copy of customer data will be provided in the standard format to maintain portability?	Yes	ESDS services store data in widely supported standard formats such as XML, CSV, JSON, VHD, OVF. These can easily meet portability requirements..
I) Legal Compliance Requirements			
48.	Does the CSP comply with IT Act 2000 (including 43A) and amendments thereof?	Yes	ESDS ensures compliance to requirements to IT Act 2000 (including 43A) and amendments by effective implementation of global standards like ISO 27001:2022, ISO 27017:2015, ISO27018:2019, ISO20000 1:2018 etc.
49.	Does the CSP meet the ever-evolving security requirements as specified by CERT-In (http://www.cert-in.org.in/)?	Yes	ESDS follows the CERT-In web portal for meeting latest security requirements.

STQC (MeitY)

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50.	Does the CSP ensure that all services acquired under this application document including data will be guaranteed to reside in India only?	Yes	CSP ensures that, all services & data application reside within India. The CSP has shared undertaking to this effect.
51.	Does the CSP ensure that there shall not be any legal frameworks outside Indian Law applicable to the operation of the service (and therefore the information contained within it)?	Yes	Yes, complies to MEITY standards.
m) Management Reporting Requirements			
52.	Does the CSP ensures Service Availability at the VM & Service Availability at the Storage Level (Measured as Total Uptime Hours / Total Hours within the Month) displayed as a percentage of availability up to one-tenth of a percent (e.g. 99.5%)?	Yes	ESDS ensures service availability at VM and Storage level. Percentage of availability maintained up to 99.95%
53.	Does the CSP has the Help Desk / Trouble tickets raised by the Government Department?	Yes	<p>ESDS offers multiple support options across Production, business critical workloads and comprehensive enterprise-wide support (unified support). The module "Kayako" was demonstrated for ticket creation and resolution.</p> <p>support@esds.co.in</p> <p>toll free number - 18002093006</p>
54.	<p>Does the CSP has the tool or mechanism to measure the following:</p> <ul style="list-style-type: none"> • Number of Help Desk/customer service requests received • Number of Trouble Tickets Opened. • Number of trouble tickets closed • Average mean time to respond to Trouble Tickets • Average mean time to resolve trouble ticket 	Yes	<p>ESDS Portal allows to manage support requests in terms of the active tickets and past ticket information. The module "Koyako" was demonstrated for ticket creation and resolution.</p> <p>sample tickets checked are GBY-655-25833 dated 31/05/2024, OQG-634-82592 dated 28/02/2024, etc.</p>



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S. no.	Conformance Requirements	Respon se (Yes / No)	Details/ Remarks
n) Service Level Agreement Requirements			
55.	Does the CSP provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime of 99.5%, SLA measured at the VM Level & SLA measured at the Storage Levels?	Yes	ESDS eNlight 360 degree offers SLA for all its online services. Uptime measurements and SLA compliance data can be captured through the tool.
56.	Does the Service Availability (Measured as Total Uptime Hours / Total Hours within the Month) displayed as a percentage of availability up to one-tenth of a percent (e.g. 99.5%)?	Yes	ESDS eNlight 360 degree offers SLA for all its online services, as a percentage availability upto 0.1 % resolution.
Areas of Cloud Services			
1.	Does the CSP conform to provide Cloud services in the following areas: a. Infrastructure as a Service (IaaS) b. Platform as a Service (PaaS) c. Software as a Service (SaaS)	Yes	ESDS provides a wide array of services across IaaS (Virtual Machines), PaaS (Databases, application services, containers, analytics services etc) & SaaS.



CSP Audit Detailed for ESDS Software Solutions Limited

6. Conformance to Transitioning/Exit Management

Sno.	Conformance Requirements	Response (Yes/No)	Details/Remarks
1.	The CSP shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Department. Any cost for retaining the data beyond 45 days shall be paid to the Service Provider based on the cost indicated in the commercial quote.	Yes	When subscription is cancelled, ESDS waits for 45 days before permanently deleting customer data. In case customer need to access it or retain their data, CSP applies charges as per agreed terms.
2.	The CSP shall be responsible for providing the tools for import / export of VMs & content and the MSP shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition	Yes	ESDS provides tools like Migrate to Migrate data . It also allows customers to bring in and export VM images. CSP & MSP are responsible for preparation of the Exit Management Plan and carrying out the exit management / transition
3.	The format of the data transmitted from the cloud service provider to the new environment created by the Department or any other Agency should leverage standard data formats (e.g., OVF...) whenever possible to ease and enhance portability. The format will be finalized by the Government Department.	Yes	Services store data in widely supported standard formats such as XML, CSV, JSON, VHD, OVF. These can easily be transferred as per government department choice. Demonstrated during audit.
4.	Transitioning from the CSP including retrieval of all data in formats approved by Department.	Yes	ESDS services store data in widely supported standard formats such as XML, CSV, JSON, VHD, OVF. These can easily be transferred.



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7. Conformance to Basic Cloud Services offered by CSPs

CSPs are required to offer all “Basic Cloud Services” as defined in Cloud Services Bouquet, under at least one of the Cloud Deployment Models (Public Cloud, Virtual Private Cloud and Government Community Cloud)

Sno.	Conformance Requirements	Response (Yes/No)	Details/Remarks
1.	Does the CSP provide Compute Services like Virtual Machines and Containers with all the mandatory inclusions without any extra cost?	Yes	Services like Virtual machines and containers (Kubernetes) are provided with all the mandatory inclusions without any extra cost.
2.	Does the CSP provides Storage Services like Block Storage, Object Storage, File Storage, Archival Storage?	Yes	ESDS provides Multiple storage options like Disks, File storage Services, Blob Storage, Data lake and more.
3.	Does the CSP provide Database Services like Managed Database as a Service -Microsoft SQL as a Service- Standard Edition, Microsoft SQL as a Service- Enterprise Edition, Microsoft SQL as a Service- Web Edition?	Yes	ESDS provides SQL IaaS & PaaS services. It offers Different licensing options as part of SQL IaaS Standard, Enterprise, Web.
4.	Does the CSP provide basic Network Services like Virtual Network, Load Balancer, VPN Gateway, Firewall, Public IP, Web Application Firewall?	Yes	ESDS offers Application Gateway, Load Balancer, VPN Gateway, Firewall, Web Application firewall for Networking capabilities. VPN Gateway creation Was demonstrated.
5.	Does the CSP provide Security Services like Identity and Access Management?	Yes	ESDS Offers Entra ID tool. It also manages Identity & Access management out of the box for each of its services. IAM Roles creation was demonstrated .
6.	Does the CSP provide Support Services like Basic Support services and Enterprise Support Services?	Yes	ESDS Offers multiple support options across Dev/Test Production, Business critical workload and enterprise-wide support (unified support).



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8. Conformance to Advanced Cloud Services offered by CSPs

CSPs are required to offer “Advanced Cloud Services” as defined in Cloud Services Bouquet.

Sno.	Conformance Requirements	Response (Yes/No)	Details/Remarks
1.	Does the CSP provide Compute Services like Containers as Service?	Yes	ESDS offer Kubernetes Services, Container Apps, Container Instances, Container registry. Creation of Kubernetes Container was Demonstrated during audit.
2.	Does the CSP provide Database Services like Managed Database as a Service -Microsoft SQL as a Service, Postgres SQL as a Service, Oracle as Service, MariaDB as a Service?	Yes	ESDS offers SQL Managed database, SQL Database, Database for PostgreSQL, Database for MariaDB and Oracle DB on MariaDB as a Service- creation of database was demonstrated during audit.
3.	Does the CSP provide Network Services like Content Delivery Network, MPLS Connectivity?	Yes	ESDS offers CDN capabilities and was demonstrated during audit. Route offers MPLS connectivity. Creation of the same was done successfully during audit. Both options of providing MPLS- with Service Provider and without it are available.
4.	Does the CSP provide Security Services like Hardware Security Module, Distributed Denial of Services, TLS/SSL Certificate Management, Dual/Multifactor Authentication?	Yes	ESDS provides Security Services like Hardware Security Module, Distributed Denial of Services, TLS/SSL Certificate Management, Dual/Multifactor Authentication
5.	Does the CSP provide Monitoring Services like Log Analysis, Operational Metric Collection, Alarm Service, Notification Service?	Yes	ESDS provides monitoring services like SIEM, Metrics Monitoring, Real time performance, Alarm and Notification, Capacity utilization.
6.	Which Office Productivity Suit does CSP use?	Yes	ESDS uses Nextcloud and 0365 and multiple other productivity services.

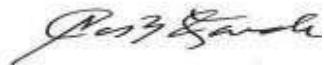


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Sno.	Conformance Requirements	Response (Yes/No)	Details/Remarks
7.	Does the CSP provide any Analytics Services like Streaming Service, Massive Data Processing Service, Data Warehousing Service?	Yes	ESDS Provides analytical service. Details of Analytics Flow, Minio (Data Lake), Spark (Data Transformation), Nessie (Catalog and metadata management), Dremio etc.
8.	Does the CSP provide any Managed Services like Disaster Recovery as a Service (DRaaS), Backup as Service?	Yes	ESDS provides DRaaS to Government departments, and offers backup, for VMs, SQL Servers, SAP Databases etc.

Date: 24-08-2024

STQC Team lead



Makarand Deshpande)

STQC (MeitY)

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Audit Criteria for Cloud Service Providers (Detailed Report)

M/S ESDS Software Solution Ltd.

Ministry of Electronics and Information Technology
Electronics Niketan, 6, CGO Complex
New Delhi-110 003

October 2020



CSP Audit Detailed for ESDS Software Solution Limited

CSP Audit Summary for ESDS Software Solution Limited

1. Name of CSP Organization:

ESDS Software Solution Limited

2. STQC Assessment Team members:

- a. Makarand Deshpande, Scientist F
- b. A. Chakravarty, Scientist E
- c. Sunil Singh, Scientist C
- d. Lipika Kaushik, Scientist C

3. Date of Audits

- a. VC (online) - Date- 25th & 26th June 2024
- b. On site - Nashik – 6th Sept 2024, Bangalore – 26th Aug.-2024

4. Audit criteria

STQC (MeitY) Cloud Service Provider- Audit Criteria Oct.-2020

5. Scope of CSP services:

- a. Infrastructure as a Service (IaaS)
- b. Platform as a Service (PaaS)
- c. Software as a Service (SaaS)

6. General Observations:

Strengths:

1. Management commitment
2. IT Infrastructure
3. Competent Manpower

Weakness:

Nil



CSP Audit Detailed for ESDS Software Solution Limited

7. Observations raised by Audit team and its response/corrective action by ESDS

- i. Configuration of WAF (client side) to be demonstrated on the portal.

In response, Configuration of WAF (enabling client control) was demonstrated via portal, wherein user could also carry out desire configuration with secure access.

STQC Comment: Issue closed.

8. Recommendation

ESDS Software Solution Ltd. complies with the STQC (MeitY) Cloud Service Provider - Audit Criteria Oct.-2020. The STQC assessment team recommends M/S ESDS Software Solution Ltd. for continuation of empanelment to provide Cloud services- **Infrastructure as a service (IaaS), Platform as a service (PaaS) and Software as a Service (SaaS)** for all Basic Cloud Services and Advanced Cloud Services in Deployment models like Virtual Private cloud, Public cloud and Government community cloud.

Cloud services are offered from following Data centres :

- a) **Nashik:** ESDS Software Solution Limited, PlotNo.B-24&25, NICE Industrial Area, Satpur MIDC, Nashik, Maharashtra- 422007, India
- b) **Bangalore:** ESDS Software Solution Limited, 1st floor, No.76,77& Part 78, New STPI Building, Cyberpark, Electronic City Phase-1, Hosur Road, Bengaluru, Karnataka, 560100, India.

STQC Team Lead

(Makarand Deshpande)

Specific requirements for Cloud Service Providers (CSPs) to comply with are listed below.

1. General Requirement

CSP is handling Government Ministry/Department account and the STQC team during the audit cycle have audited the corresponding account (Mumbai Municipal Corporation) handled by the Applicant CSP.

STQC (MeitY)

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2. Data Center Facilities

The Data Center Facility (or each of the facilities as the case may be) proposed for scope expansion of Data Centre (facility from where the Cloud Service Offerings are proposed to be offered) have met the criteria as follows....

Sno.	Conformance Requirements	Response (Yes /No)	Details/Remarks
1.	Does the Data Center Facility reside within India?	Yes	<p>ESDS DCs are located at 03 locations in India. DC under consideration are located at</p> <ul style="list-style-type: none"> c) Nashik: ESDS Software Solution Limited, PlotNo.B-24&25, NICE Industrial Area, Satpur MIDC, Nashik, Maharashtra- 422007, India d) Bangalore: ESDS Software Solution Limited, 1st floor, No.76,77& Part 78, New STPI Building, Cyberpark, Electronic City Phase-1, Hosur Road, Bengaluru, Karnataka, 560100, India. e) Navi Mumbai (This location has been withdrawn by client. Letter submitted to MeitY dated 21 August 2024). <p>Hence only 2 locations at (a) and (b) have been audited.</p>
2.	Does the Data Center currently operational and have a minimum capacity of 50 racks being operational?	Yes	<p>Nashik DC is operational with total Rack capacity of 212 Nos. Operational racks: 92 Racks Bangalore DC is operational with Total Rack capacity of 252 no.s Operational racks– 165 nos.</p>



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3.	<p>Does the Data Center facility have?</p> <ul style="list-style-type: none"> i. Availability of Routers, Firewalls, LAN, WAN, Internet Access, and Hosting Centers, Backup, Operations Management, and Data Management ii. Availability of Security & Data Privacy (Data & Network Security including Anti- Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, 	Yes	<p>i. Nashik & Bangalore Data Center facility had the facilities of Routers, Firewalls, LAN, WAN, etc.</p> <p>ii. The capabilities Firewall, Anti-Virus, Multifactor Authentication, VPN, IPS, Data Encryption have been demonstrated. They comply with key industry standards, such as ISO/IEC 27001:2022.</p> <p>Nashik DC: Certificate number: ICI-IS-2403001 Issue date of certificate: 1/3/2024 Expiration date of certificate: 27/02/2027</p> <p>Bangalore DC: Certificate number: ICI-IS-2308011 Issue date of certificate: 04/08/2023 Expiration date of certificate: 03/08/2026</p>		
4.	<p>Does the Data Center Facility have Tier Level and certifications (Conformance to at least Tier III standard, preferably certified under TIA 942 or Uptime Institute certifications by a 3rd party)?</p>	Yes	<p>ESDS DC Conformance to the requirements Data Center TIA-942- Rated 3 compliant.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> Nashik DC: Certificate number: QSA-15030402 Issue date of certificate: 18/3/2024 Expiration date of certificate: 17/3/2027 </td></tr> <tr> <td style="padding: 5px;"> Bangalore DC: Certificate number: TIA942IN230626001 Issue date of certificate: 26/06/2023 Expiration date of certificate: 25/06/2026 </td></tr> </table>	Nashik DC: Certificate number: QSA-15030402 Issue date of certificate: 18/3/2024 Expiration date of certificate: 17/3/2027	Bangalore DC: Certificate number: TIA942IN230626001 Issue date of certificate: 26/06/2023 Expiration date of certificate: 25/06/2026
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3. Compliance Certification Requirements

Data Center facility is owned by a CSP (leased Property), the CSP provided and submitted the certification(s) in its name. All certifications requested as part of the application are issued in the name of the CSP.

Sno.	Certification	Respon se	Certificate Details with valid up till		
1.	ISO 27001:2022 (Issued in the name of CSP)?	Yes	<p>ESDS- Nashik and Bangalore DC Certified for latest version of ISO 27001: 2022</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Nashik DC: Certificate number: ICI-IS-2403001 Issue date of certificate: 1/3/2024 Expiration date of certificate: 27/02/2027</td></tr> <tr> <td style="padding: 5px;">Bangalore DC: Certificate number: ICI-IS-2308011 Issue date of certificate: 04/08/2023 Expiration date of certificate: 03/08/2026</td></tr> </table>	Nashik DC: Certificate number: ICI-IS-2403001 Issue date of certificate: 1/3/2024 Expiration date of certificate: 27/02/2027	Bangalore DC: Certificate number: ICI-IS-2308011 Issue date of certificate: 04/08/2023 Expiration date of certificate: 03/08/2026
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Bangalore DC: Certificate number: ICI-IS-2308011 Issue date of certificate: 04/08/2023 Expiration date of certificate: 03/08/2026					
2.	ISO 20000-1:2018 (Issued in the name of CSP)?	Yes	<p>ESDS- Nashik and Bangalore DC Certified for ISO 20000-1:2018</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Nashik DC: Certificate number: ICI-IT-2403002 Issue date of certificate: 1/3/2024 Expiration date of certificate: 27/02/2027</td></tr> <tr> <td style="padding: 5px;">Bangalore DC: Certificate number: ICI-IS-2308012 Issue date of certificate: 04/08/2023 Expiration date of certificate: 03/08/2026</td></tr> </table>	Nashik DC: Certificate number: ICI-IT-2403002 Issue date of certificate: 1/3/2024 Expiration date of certificate: 27/02/2027	Bangalore DC: Certificate number: ICI-IS-2308012 Issue date of certificate: 04/08/2023 Expiration date of certificate: 03/08/2026
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Bangalore DC: Certificate number: ICI-IS-2308012 Issue date of certificate: 04/08/2023 Expiration date of certificate: 03/08/2026					
3.	ISO 27017:2015 (Issued in the name of CSP)?	Yes	<p>ESDS- Nashik and Bangalore DC Certified for ISO 27017:2015</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Nashik DC: ISO 27017:2015 Certificate number: AMER-21815 Issue date of certificate: 30/10/2024 Expiration date of certificate: 25/10/2027</td></tr> <tr> <td style="padding: 5px;">Bangalore DC: Certificate number: QSA-23073258 Issue date of certificate: 03/08/2023 Expiration date of certificate: 03/08/2026</td></tr> </table>	Nashik DC: ISO 27017:2015 Certificate number: AMER-21815 Issue date of certificate: 30/10/2024 Expiration date of certificate: 25/10/2027	Bangalore DC: Certificate number: QSA-23073258 Issue date of certificate: 03/08/2023 Expiration date of certificate: 03/08/2026
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4.	ISO 27018:2019 (Issued in the name of CSP)?	Yes	<p>ESDS- Nashik and Bangalore DC Certified ISO 27018:2019</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">NASHIK DC</td></tr> <tr> <td style="padding: 2px;">Certificate number: AMER-21846</td></tr> <tr> <td style="padding: 2px;">Issue date of certificate: 30/10/2024</td></tr> <tr> <td style="padding: 2px;">Expiration date of certificate: 25/10/2027</td></tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Bangalore DC:</td></tr> <tr> <td style="padding: 2px;">Certificate number: QSA-23073259</td></tr> <tr> <td style="padding: 2px;">Issue date of certificate: 3/8/2023</td></tr> <tr> <td style="padding: 2px;">Expiration date of certificate: 03/08/2026</td></tr> </table>	NASHIK DC	Certificate number: AMER-21846	Issue date of certificate: 30/10/2024	Expiration date of certificate: 25/10/2027	Bangalore DC:	Certificate number: QSA-23073259	Issue date of certificate: 3/8/2023	Expiration date of certificate: 03/08/2026
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Expiration date of certificate: 03/08/2026											
5.	TIA-942/ UPTIME (Tier III or higher) (Issued in the name of CSP 'OR' Data Center Facility Owner)?	Yes	<p>ESDS- Nashik and Bangalore DC Certified for TIA-942 In the name of CSP).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Nashik DC:</td></tr> <tr> <td style="padding: 2px;">Certificate number: QSA-15030402</td></tr> <tr> <td style="padding: 2px;">Issue date of certificate: 18/3/2024</td></tr> <tr> <td style="padding: 2px;">Expiration date of certificate: 17/3/2027</td></tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Bangalore DC:</td></tr> <tr> <td style="padding: 2px;">Certificate number: TIA942IN230626001</td></tr> <tr> <td style="padding: 2px;">Issue date of certificate: 26/06/2023</td></tr> <tr> <td style="padding: 2px;">Expiration date of certificate: 25/06/2026</td></tr> </table>	Nashik DC:	Certificate number: QSA-15030402	Issue date of certificate: 18/3/2024	Expiration date of certificate: 17/3/2027	Bangalore DC:	Certificate number: TIA942IN230626001	Issue date of certificate: 26/06/2023	Expiration date of certificate: 25/06/2026
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4. Conformance to Deployment Model Specific Requirements

Sno.	Conformance Requirements	Response (Yes/No)	Details/Remarks
1.	Does the CSP meet the Requirement(s) for Public Cloud Deployment Model?	Yes	ESDS meets all the requirements which are compulsory under Public Cloud Deployment Mode. Public cloud deployment Client includes: 1) L&T, 2) Tech Mahindra 3) IGR
2.	Does the CSP meet the Requirement(s) for Virtual Private Cloud Deployment Model	Yes	ESDS meets all the requirements which are compulsory under Virtual Private Cloud Deployment -Client includes: 1) NHAI, 2) Tata Capital, 3) PFC. etc.
3.	Does the CSP meet the Requirement(s) for Government Community Cloud Deployment Model?	Yes	ESDS meets all the requirements which are compulsory Government community cloud deployment. Client includes: 1) MCGM, 2) BSNL, 3) PMC 4) IGRCS etc.
4.	Does the CSP meet the requirement of minimum 5 numbers of 42U racks for GCC environment?	Yes	Nashik DC: Racks Capacity: Nos. 212, At Present, 20 nos. of Rack Deployed for GCC at Nashik DC Bangalore DC: Racks Capacity: Nos. 252, At Present, 20 nos. of Rack Deployed for GCC at Nashik DC
5.	Does the CSP meet all the General Requirement(s) for all the Deployment Models?	Yes	ESDS meets with all general requirements of all deployment models and details are verified during assessment which is described in further sections.

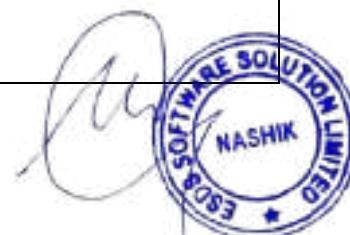


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5. Conformance to General Requirements for all Cloud Service Models

The below technical requirements shall be applicable on all the Cloud services offered from any of the Cloud services model, i.e. Infrastructure as a Service, Platform as a Service, Software as a Service, offered using Public Cloud, Virtual Private Cloud and Government Community Cloud.

S. no.	Conformance Requirements	Response (Yes/No)	Details/Remarks
a) Service Management and Provisioning Requirements			
1.	Does the CSP report Provisioning of virtual machines, storage and bandwidth dynamically (or on-demand) on a self-service mode or as requested?	Yes	ESDS offers provisioning of VMs, Storage and bandwidth dynamically on the portal or using CLI / PowerShell scripts / Terraform. They have demonstrated the same during audit.
2.	Does the CSP report Secure provisioning, de-provisioning and administering [such as Secure Sockets Layer (SSL)/Transport Layer Security (TLS) or Secure Shell (SSH)]?	Yes	ESDS offers Secure provisioning, de-provisioning and administering services on the portal or using CLI / PowerShell scripts / Terraform. SSL, TLS , SSH certificate can be used to encrypt web traffic.
b) Operational Management Requirements			
3.	Does the CSP provide a secure, dual factor / multi-factor method of remote access which allows the Government Department designated personnel (privileged users) the ability to perform duties on the hosted infrastructure?	Yes	ESDS allows multi-factor authentication for increased security. This can be in the form of a code on the phone, a phone call, or password. The same has been demonstrated during audit.
4.	Does the CSP ensure that the applications / data hosted within the CSP environment immediately deleted/destroyed and certify the VM and data destruction to the Government Department cannot be forensically recovered?	Yes	When customers deletes data or exits, ESDS follows strict standards for deleting data, as well as the physical destruction of decommissioned hardware. ESDS executes a complete deletion of data on customer request and on contract termination.
5.	Does the CSP ensure that patch management is performed from time to time or as & when required?	Yes	Update Manager is a service that helps manage updates for all the machines, including those running on Windows and Linux, across , on premises, and on other cloud platforms. It allows to monitor updates compliance time to time. The same was demonstrated successfully.
6.	Does the CSP ensure that all the OS images created within the Cloud platform are regularly patched with the latest security updates?	Yes	Update Manager is used to notify about latest security patches. It can manage updates for all the machines, including those running on Windows and Linux, across , on premises, and on other cloud platforms.



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c) Data Management Requirements

7.	Does the CSP enforce security controls and policies to secure data from unauthorized access in a multi-tenant environment?	Yes	Tenant level isolation in ESDS is achieved using ESDS Entra ID and role-based access control offered by it. Each subscription is associated with one ESDS directory.
8.	Will CSP provide the tools and mechanisms to the Government Department or its appointed agency for configuring, scheduling, performing and managing back-ups and restore activities (when required) of all the data including but not limited to files, folders, images, system state, databases and enterprise applications in an encrypted manner as per the defined policy?	Yes	Back up tool used are Veeam & COMMVAULT. CSP agrees to provide Govt. department or its appointed agency for managing back ups and restoration activity.
9.	Does the CSP ensure that it will delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Government Department?	Yes	When customers deletes data or exits , ESDS follows strict standards for deleting data, as well as the physical destruction of decommissioned hardware. ESDS executes a complete deletion of data on customer request and on contract termination. ESDS waits 45 days before permanently deleting client data. In case data is needed by department, to access it or retain beyond 45 days , then CSP charges as per contract.
10.	Does the CSP ensure minimum 128-bit encryption is used for handling data at rest and in transit?	Yes	ESDS offers data encryption at rest and data encryption in transit for services across IaaS, PaaS & SaaS. For data at rest by default 256-bit encryption is being used and for data in transit 2048-bit encryption key length for TLS are being used.



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S. no.	Conformance Requirements	Response (Yes / No)	Details/ Remarks
d) User / Admin Portal Requirements			
11.	Does the CSP meet the requirement of Utilization Monitoring like Real time performance thresholds, health checks, Capacity utilization statistics, etc.	Yes	ESDS provides real time monitoring for services like Thresholds, RAM usage, etc. CPU spikes monitoring was demonstrated during audit. Application / tool used is eNlight portal for capacity utilization statistics.
12.	Does the CSP provide Incident Management and Ticketing via web-based portal (tools) for any incident occurrence during the operations?	Yes	ESDS has Kayako Ticket management - web based tool for incident management.
13.	Does the CSP follow and adhere to latest ITIL V3 guidelines and process for the Incident management and Problem management?	Yes	ESDS is ISO 20000 certified which is based on ITIL v3 standards,. Incident management checked during audit for. Ticket no: XKN-278-55679 dated 6 th Jan 2024
14.	Does the CSP meet the User profile Management requirements?	Yes	ESDS provides role-based access control (RBAC), which helps to manage User Profiles.
e) Integration Requirements			
15.	Does the CSP meet the Integration requirements?	Yes	ESDS meets the integration requirements as they support for REST APIs and native integrations.
f) LAN / WAN Requirements			
16.	Does the CSP provide infrastructure that is IPv6 compliant?	Yes	Virtual Network enables customers to host applications in with IPv6 and IPv4 connectivity.
17.	Does the CSP provide support for providing secure connection to the Data Center and Disaster Recovery Center (where applicable) from the Government Department Offices?	Yes	ESDS allows multiple options for providing secure connectivity to DC & DR locations like DGP & OSPM protocols and VPN Gateway. VPN Gateway demonstration was done during audit.
18.	Does the CSP provide support network level redundancy through MPLS lines from two different service providers, alternate routing paths facilitated at ISP backbone (MPLS), redundant network devices etc.?	Yes	ESDS has multiple PoP options to enable customers with choice of different service providers, geo-redundant as well as MPLS. DGP & OSPM protocols are used.



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S. no.	Conformance Requirements	Response (Yes / No)	Details/ Remarks		
g) Backup Services Requirements					
19.	Does the CSP provide the backup solution support for a period of minimum 30 days or as desired by the User Department as per their needs?	Yes	ESDS Services offers backup services includes Veeam, Commvault. The daily backups are retained for 30 days by default or as per agreed client SLA.		
20.	Does the CSP provide backup service capabilities like Compression, Encryption, alert, File exclusion and Deduplication?	Yes	ESDS customers have the options and capabilities to compress, encrypt and exclude files and folders while enabling the backup using Veeam, Commvault tools. Differential backups options are also available. The same was demonstrated during audit.		
h) Data Center Facility Requirements					
21.	Does the CSP data center facility and the physical and virtual hardware located within India?	Yes	CSP data centres are located in India. (Nashik and Bangalore).		
22.	Does the CSP data center certified with the latest version of ISO 27001 (year 2013) and provide service assurance and effectiveness of Management?	Yes	ESDS has implemented ISO 27001:2022 standard (Latest version) and ensured its related compliances. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px; vertical-align: top;"> Nashik DC: Certificate number: ICI-IS-2403001 Issue date of certificate: 1/3/2024 Expiration date of certificate: 27/02/2027 </td> </tr> <tr> <td style="padding: 5px; vertical-align: top;"> Bangalore DC: Certificate number: ICI-IS-2308011 Issue date of certificate: 04/08/2023 Expiration date of certificate: 03/08/2026 </td> </tr> </table>	Nashik DC: Certificate number: ICI-IS-2403001 Issue date of certificate: 1/3/2024 Expiration date of certificate: 27/02/2027	Bangalore DC: Certificate number: ICI-IS-2308011 Issue date of certificate: 04/08/2023 Expiration date of certificate: 03/08/2026
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23.	Does the CSP NOC and SOC facility located within India for the Cloud Environments? and the managed services quality certified for ISO 20000-1:2018?	Yes	ESDS NOC & SOC located in India.. NOC locations are at Nashik DC and Bangalore DC. ISO 20000-1: 2018 is implemented for all DC facilities.		
24.	Does the CSP provide complete access of the IT Infrastructure to CERT-In, MeitY or any designated body selected by MeitY / User Department?	Yes	ESDS has submitted undertaking to MeitY to provide access to IT infrastructure facility to CERT_in or designated body selected by MeitY / user department with consent of user.		

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25.	Does the CSP Data Center conform to at least Tier III,,standard (preferably certified under TIA 942 or Uptime Institute certifications by a 3rd party) and implement tool- based processes based on ITIL standards?	Yes	<p>ESDS- Nashik & Bangalore DC Certified for TIA-942.</p> <table border="1"><tr><td>Nashik DC: Certificate number: QSA-15030402 Issue date of certificate: 18/3/2024 Expiration date of certificate: 17/3/2027</td></tr><tr><td>Bangalore DC: Certificate number: TIA942IN230626001 Issue date of certificate: 26/06/2023 Expiration date of certificate: 25/06/2026</td></tr></table>	Nashik DC: Certificate number: QSA-15030402 Issue date of certificate: 18/3/2024 Expiration date of certificate: 17/3/2027	Bangalore DC: Certificate number: TIA942IN230626001 Issue date of certificate: 26/06/2023 Expiration date of certificate: 25/06/2026
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S. no.	Conformance Requirements	Response (Yes / No)	Details/ Remarks
i) Cloud Storage Requirements			
26.	Does the CSP ensure that the cloud storage services are made available online, on-demand, and dynamically scalable up or down as per request from the end users (Government Department or Government Department's nominated agencies) with two-factor authentication via the SSL through a web browser?	Yes	ESDS offers multiple Secure, high-performance, reliable, and scalable cloud storage like Files, Block storage, Data Lake storage, Disk storage & more. These are available on demand and with validation of user (multi factor) authentication. Block storage creation demonstrated successfully at the time of audit.
27.	Does the CSP provide users with the ability to add / remove storage with two-factor authentication via the SSL through Cloud management portal and manage storage capabilities remotely via the SSL VPN clients as against the public internet?	Yes	ESDS offers MFA like code on mobile authenticator app, biometric etc. allows multiple options for private connectivity like DGP & OSPM, VPN Gateway. It allows user to add/remove storage after logging in the portal after secure authentication.
j) Disaster Recovery & Business Continuity Requirements			
28.	Does CSP ensure continuity of operations in the event of failure of primary data center of the Government Department and meet the RPO and RTO requirements like RPO should be less than or equal to 2 hours, than or equal to 2 hours, Key transaction data shall have RPO of 15 minutes?	Yes	ESDS offers RTO for 2 hours & RPO for 15 minutes for each service. ESDS also offers backups & replication to improve RPO & RTO as per business need.
29.	Does the CSP DC and DR sites separated by a minimum distance of 100 kilometres?	Yes	Locations of DC and DR are separated by more than 100 km. 1. Nashik DC / DR 2. Bangalore DC / DR
30.	Does the CSP conduct DR drill once in every six months, of operation wherein the Primary DC shall be deactivated, and complete operations shall be carried out from the DR Site?	Yes	CSP offers a self-service platform to customers to decide which Data Centers is primary & which is DR. DC – DR drills are carried out by CSP at least once in 6 months.



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S. no.	Conformance Requirements	Response (Yes / No)	Details/ Remarks				
k) Security Requirements							
31.	Does the CSP Data Center facility implemented the security toolset: Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDoS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting)?	Yes	CSP has implemented the security across Data & network as per ISO standards. offers Web Application Firewall, DDoS protection, private connectivity, Information protection, data labelling & protection, role-based access control, data residency in India. It is also certified as per ISO standards				
32.	Does the CSP ensure that they meet the ever-evolving security requirements as specified by CERT-In (http://www.cert-in.org.in/)?	Yes	Yes, ESDS adopts CERT-In security guidelines and requirements as and when applicable.				
33.	Does the CSP ensure that they comply to Cloud Security ISO Standard ISO 27017:2015 and Privacy Standard ISO 27018:2019?	Yes	<p>ESDS- Nashik & Bangalore DC Certified for ISO 27017:2015.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Nashik DC: ISO 27017:2015 Certificate number: AMER-21815 Issue date of certificate: 30/10/2024 Expiration date of certificate: 25/10/2027</td> </tr> <tr> <td style="padding: 5px;">Bangalore DC: ISO 27017:2015 Certificate number: QSA-23073258 Issue date of certificate: 03/08/2023 Expiration date of certificate: 03/08/2026</td> </tr> </table> <p>ESDS- Nashik and Bangalore DC Certified for ISO 27018:2019</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Nashik DC: Certificate number: AMER-21846 Issue date of certificate: 30/10/2024 Expiration date of certificate: 25/10/2027</td> </tr> <tr> <td style="padding: 5px;">Bangalore DC: Certificate number: QSA-23073259 Issue date of certificate: 3/8/2023 Expiration date of certificate: 03/08/2026</td> </tr> </table>	Nashik DC: ISO 27017:2015 Certificate number: AMER-21815 Issue date of certificate: 30/10/2024 Expiration date of certificate: 25/10/2027	Bangalore DC: ISO 27017:2015 Certificate number: QSA-23073258 Issue date of certificate: 03/08/2023 Expiration date of certificate: 03/08/2026	Nashik DC: Certificate number: AMER-21846 Issue date of certificate: 30/10/2024 Expiration date of certificate: 25/10/2027	Bangalore DC: Certificate number: QSA-23073259 Issue date of certificate: 3/8/2023 Expiration date of certificate: 03/08/2026
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34.	Does the CSP agrees to meet any security requirements published (or to be published) by MeitY or any standards body setup / recognized by Government of India from time to time and notified to the CSP by MeitY as a mandatory standard?	Yes	ESDS agrees to meets any security requirement published by MeitY or Govt. Of India .
35.	Does the CSP Cloud Platform provide Edge-to-Edge security, visibility and carrier-class threat management and remediation against security hazards like Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, botnets, etc.?	Yes	ESDS offers DDoS protection service that provide edge to edge security. The same was demonstrated during audit.
36.	Does the CSP Cloud Platform provide Web Application Filter for OWASP Top 10 protection as a service that can be enabled for Government Departments that require such a service?	Yes	ESDS Web Application Firewall (WAF) provides centralized protection for web applications from common exploits and vulnerabilities. It supports OWASP Top 10 vulnerabilities scanning. This service can be availed by user departments.



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S. no.	Conformance Requirements	Respon se (Yes / No)	Details/ Remarks
37.	Does the CSP ensure that access to Government Department provisioned servers on the Cloud should be through SSL VPN clients only as against the public internet?	Yes	ESDS Virtual Private Cloud (VPC) provides a way to isolate the resources from the public internet and provides secure network connectivity between user resources. CSP allows multiple options for private connectivity such as DGP & OSMP, VPN gateway.
38.	Does the CSP allow audits of all administrator activities performed by Government Department and allow Government Department to download copies of these logs in CSV or any other desired format?	Yes	ESDS provides a wide array of configurable security auditing and logging options to help identify gaps in the security policies and mechanisms. CSP can provide copies of logs to Govt. department (CSV / other format)
39.	Does the CSP ensure that password policies adhere to security requirements as defined by CERT-IN?	Yes	ESDS Password protection Policies implemented as per CERT-IN guidelines. Demonstrated during audit.
40.	Does the CSP allows MeitY or MeitY appointed 3rd party shall conduct regular independent third-party assessments of the CSP's security controls to determine the extent to which security controls are implemented correctly, operating as intended and producing the desired outcome with respect to meeting security requirements?	Yes	ESDS agrees (undertaking submitted) to provide MeitY or MeitY appointed 3 rd party for audit of security controls.
41.	Does CSP allow MeitY's designated third party auditors to conduct activities to include control reviews that include but are not limited to operating system vulnerability scanning, web application scanning and database scanning of applicable systems that support the processing, transportation, storage, or security of Department's information?	Yes	ESDS agrees to provide MeitY or MeitY appointed 3 rd party for audit of security controls.
42.	Does the CSP ensure that high-risk vulnerabilities will be mitigated within 30 days and all moderate risk vulnerabilities will be mitigated within 90 days from the date vulnerabilities are formally identified?	Yes	ESDS ensures to mitigate vulnerabilities at priority. ESDS has dedicated SOC team which perform VAPT and ensure its timely mitigation as per CERT in guidelines.



CSP Audit Detailed for ESDS Software Solution Limited

S. no.	Conformance Requirements	Respon se (Yes / No)	Details/ Remarks
43.	Does the CSP ensure to all Government Department data, equipment, etc. by treating the information as sensitive. Sensitive but unclassified information, data, and/or equipment shall only be disclosed to empanelled personnel from the User Department?	Yes	ESDS ensures through User management Portal and agreed through SLA
44.	Does the CSP allows MeitY to perform manual or automated audits, scans, reviews or other inspections of the CSP's IT environment being used to provide or facilitate services for the User Departments through a MeitY's designated third party auditor?	Yes	ESDS shall allow MeitY to perform automated scans, inspection as per undertaking submitted.
45.	Does the CSP ensure that all data functions and processing be performed within the boundaries of India?	Yes	ESDS has all the data centres within geographical boundaries of India. The customer maintains ownership of customer data. All the processing of data is performed within boundaries of India.
46.	Does the CSP ensure that no data, whether in the form of backups or otherwise should be transmitted outside the boundaries and legal jurisdiction of India?	Yes	ESDS has all the data centres within geographical boundaries of India. All the data processing including back-up is performed within boundaries of India & as per legal jurisdiction of India.
47.	Does the CSP ensure that copy of customer data will be provided in the standard format to maintain portability?	Yes	ESDS services store data in widely supported standard formats such as XML, CSV, JSON, VHD, OVF. These can easily be transferred.
I) Legal Compliance Requirements			
48.	Does the CSP comply with IT Act 2000 (including 43A) and amendments thereof?	Yes	ESDS ensures compliance to requirements to IT Act 2000 (including 43A) and amendments by effective implementation of global standards like ISO 27001:2022, ISO 27017:2015, ISO27018:2019, ISO20000 1:2018 etc. It covers 43A requirements of Compensation for failure to protect data.
S. no.	Conformance Requirements	Respon se (Yes / No)	Details/ Remarks



CSP Audit Detailed for ESDS Software Solution Limited

49.	<p>Does the CSP meet the ever-evolving security requirements as specified by CERT-In (http://www.cert-in.org.in/)?</p>	Yes	<p>Tickets of Latest on Security requirements are generated and communicated. Ensure implementation of ISO 27001: 2022</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Nashik DC: Certificate number: ICI-IS-2403001 Issue date of certificate: 1/3/2024 Expiration date of certificate: 27/02/2027</td></tr> <tr> <td style="padding: 5px;">Bangalore DC: Certificate number: ICI-IS-2308011 Issue date of certificate: 04/08/2023 Expiration date of certificate: 03/08/2026</td></tr> </table>	Nashik DC: Certificate number: ICI-IS-2403001 Issue date of certificate: 1/3/2024 Expiration date of certificate: 27/02/2027	Bangalore DC: Certificate number: ICI-IS-2308011 Issue date of certificate: 04/08/2023 Expiration date of certificate: 03/08/2026
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Bangalore DC: Certificate number: ICI-IS-2308011 Issue date of certificate: 04/08/2023 Expiration date of certificate: 03/08/2026					
50.	<p>Does the CSP ensure that all services acquired under this application document including data will be guaranteed to reside in India only?</p>	Yes	<p>ESDS has all the data centres within geographical boundaries of India. The customer maintains ownership of customer data. All the services offered by ESDS and processing of data is performed within boundaries of India.</p>		
51.	<p>Does the CSP ensure that there shall not be any legal frameworks outside Indian Law applicable to the operation of the service (and therefore the information contained within it)?</p>	Yes	<p>Yes, complies to MEITY standards and IT Act.</p>		
m) Management Reporting Requirements					
52.	<p>Does the CSP ensures Service Availability at the VM & Service Availability at the Storage Level (Measured as Total Uptime Hours / Total Hours within the Month) displayed as a percentage of availability up to one-tenth of a percent (e.g. 99.5%)?</p>	Yes	<p>ESDS monitors service availability at VM and Storage level. Percentage of availability can be displayed up to one hundredth of a percent (viz.99.95%)</p>		
53.	<p>Does the CSP has the Help Desk / Trouble tickets raised by the Government Department?</p>	Yes	<p>ESDS offers multiple support options across Production, business critical workloads and comprehensive enterprise-wide support (unified support). The module "Kayako" was demonstrated for ticket creation and resolution. Reference tickets checked are NUA-846-16077 dated 12 June 2024, MDJ-675-54893 dated 15 February 2024, etc.</p>		



CSP Audit Detailed for ESDS Software Solution Limited

54.	<p>Does the CSP has the tool or mechanism to measure the following:</p> <ul style="list-style-type: none"> • Number of Help Desk/customer service requests received • Number of Trouble Tickets Opened. • Number of trouble tickets closed • Average mean time to respond to Trouble Tickets • Average mean time to resolve trouble ticket 	Yes	<p>ESDS Portal allows to manage support requests in terms of the active tickets and past ticket information. The module “Koyako” was demonstrated for ticket creation and resolution.</p>
S. no.	Conformance Requirements	Respon se (Yes / No)	Details/ Remarks
n) Service Level Agreement Requirements			
55.	<p>Does the CSP provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime of 99.5%, SLA measured at the VM Level & SLA measured at the Storage Levels?</p>	Yes	<p>ESDS eNlight 360 degree offers SLA monitoring for all its online services including VM , Storage Level services..</p>
56.	<p>Does the Service Availability (Measured as Total Uptime Hours / Total Hours within the Month) displayed as a percentage of availability up to one-tenth of a percent (e.g. 99.5%)?</p>	Yes	<p>ESDS eNlight 360 degree offers SLA monitoring for all its online services. Availability can be displayed up to one hundredth of percentage.</p>
Areas of Cloud Services			
1.	<p>Does the CSP conform to provide Cloud services in the following areas:</p> <ol style="list-style-type: none"> a. Infrastructure as a Service (IaaS) b. Platform as a Service (PaaS) c. Software as a Service (SaaS) 	Yes	<p>ESDS provides array of services across IaaS (Virtual Machines), PaaS (Databases, application services, containers, analytics services etc) & SaaS.</p>



CSP Audit Detailed for ESDS Software Solution Limited

6. Conformance to Transitioning/Exit Management

Sno.	Conformance Requirements	Response (Yes/No)	Details/Remarks
1.	The CSP shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Department. Any cost for retaining the data beyond 45 days shall be paid to the Service Provider based on the cost indicated in the commercial quote.	Yes	When subscription is cancelled, ESDS waits 30 to 90 days before permanently deleting customer data in case, customer need to access it or recover their data. CSP does not charge customers for retaining this data upto 45 days..
2.	The CSP shall be responsible for providing the tools for import / export of VMs & content and the MSP shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition	Yes	ESDS provides tools like Migrate to Migrate data to . It also allows customers to bring in and export VM images. Customer shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition
3.	The format of the data transmitted from the cloud service provider to the new environment created by the Department or any other Agency should leverage standard data formats (e.g., OVF...) whenever possible to ease and enhance portability. The format will be finalized by the Government Department.	Yes	Services store data in widely supported standard formats such as XML, CSV, JSON, VHD, OVF. These can easily be transferred / ease of portability.
4.	Transitioning from the CSP including retrieval of all data in formats approved by Department.	Yes	ESDS services store data in widely supported standard formats such as XML, CSV, JSON, VHD, OVF. These can easily be transferred.



CSP Audit Detailed for ESDS Software Solution Limited

7. Conformance to Basic Cloud Services offered by CSPs

CSPs are required to offer all “Basic Cloud Services” as defined in Cloud Services Bouquet, under at least one of the Cloud Deployment Models (Public Cloud, Virtual Private Cloud and Government Community Cloud)

Sno.	Conformance Requirements	Response (Yes/No)	Details/Remarks
1.	Does the CSP provide Compute Services like Virtual Machines and Containers with all the mandatory inclusions without any extra cost?	Yes	Services like Virtual machines and containers (Kubernetes) are provided with all the mandatory inclusions without any extra cost.
2.	Does the CSP provides Storage Services like Block Storage, Object Storage, File Storage, Archival Storage?	Yes	ESDS provides Multiple storage options like Disks, Filer Services, Blob Storage, Data lake and more.
3.	Does the CSP provide Database Services like Managed Database as a Service -Microsoft SQL as a Service- Standard Edition, Microsoft SQL as a Service- Enterprise Edition, Microsoft SQL as a Service- Web Edition?	Yes	ESDS provides SQL IaaS & PaaS services. It offers Different licensing options as part of SQL IaaS Standard, Enterprise, Web.
4.	Does the CSP provide basic Network Services like Virtual Network, Load Balancer, VPN Gateway, Firewall, Public IP, Web Application Firewall?	Yes	ESDS offers Application Gateway, Load Balancer, VPN Gateway, Firewall, Web Application firewall for Networking capabilities. VPN Gateway creation Was demonstrated. One VPN Gateway can cater to ten sites to sites and 120 point to sites connections.
5.	Does the CSP provide Security Services like Identity and Access Management?	Yes	ESDS Offers Entra ID for identity and access management. It also offers Identity & Access management out of the box for each of its services. IAM Roles creation was demonstrated successfully.
6.	Does the CSP provide Support Services like Basic Support services and Enterprise Support Services?	Yes	ESDS Offers multiple support options across Dev/Test Production, Business critical workload and comprehensive enterprise-wide support (unified support).



CSP Audit Detailed for ESDS Software Solution Limited

8. Conformance to Advanced Cloud Services offered by CSPs

CSPs are required to offer “Advanced Cloud Services” as defined in Cloud Services Bouquet.

Sno.	Conformance Requirements	Response (Yes/No)	Details/Remarks
1.	Does the CSP provide Compute Services like Containers as Service?	Yes	ESDS offer Kubernetes Services, Container Apps, Container Instances, Container registry. Creation of Kubernetes Container was Demonstrated during audit.
2.	Does the CSP provide Database Services like Managed Database as a Service -Microsoft SQL as a Service, Postgre SQL as a Service, Oracle as Service, MariaDB as a Service?	Yes	ESDS offers SQL Managed database, SQL Database, Database for PostgreSQL, Database for MariaDB and Oracle DB on MariaDB as a Service- creation of database was demonstrated during audit.
3.	Does the CSP provide Network Services like Content Delivery Network, MPLS Connectivity?	Yes	ESDS offers CDN capabilities and was demonstrated during audit. Route offers MPLS connectivity. Creation of the same was done successfully during audit. Both options of providing MPLS- with Service Provider and without it are available. In case customer chooses its own Service Provider, it has to arrange connections.
4.	Does the CSP provide Security Services like Hardware Security Module, Distributed Denial of Services, TLS/SSL Certificate Management, Dual/Multifactor Authentication?	Yes	ESDS provides Security Services like Hardware Security Module, Distributed Denial of Services, TLS/SSL Certificate Management, Dual/Multifactor Authentication
5.	Does the CSP provide Monitoring Services like Log Analysis, Operational Metric Collection, Alarm Service, Notification Service?	Yes	ESDS provides monitoring services like SIEM, Metrics Monitoring, Real time performance, Alarm and Notification, Capacity utilization.
6.	Which Office Productivity Suit does CSP use?	Yes	ESDS uses Owncloud and Office 365 and multiple other productivity suits.



CSP Audit Detailed for ESDS Software Solution Limited

Sno.	Conformance Requirements	Response (Yes/No)	Details/Remarks
7.	Does the CSP provide any Analytics Services like Streaming Service, Massive Data Processing Service, Data Warehousing Service?	Yes	ESDS Provides analytical service. Details of Analytics Flow, Minio (Data Lake), Spark (Data Transformation), Nessie (Catalog and metadata management), Dremio etc.
8.	Does the CSP provide any Managed Services like Disaster Recovery as a Service (DRaaS), Backup as Service?	Yes	Each PaaS service has inbuilt backup capability. also offers backup, to backup VMs, SQL Servers, SAP Databases etc.

Date: 30-10-2024

STQC Team Lead

(Makarand Deshpande)

STQC (MeitY)

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Ref : PIPL/MKT/STQC/7255

Date : 19/02/2019

STQC Website Quality Certification Services

Website Quality Certificate

It is hereby certified that the website of

Power Finance Corporation Ltd.

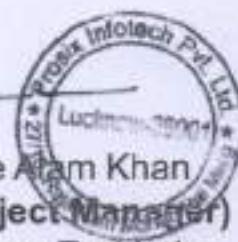
New Delhi - 110 001

URL: <http://www.pfcindia.com>

Fulfils the requirements of the **STQC**.

It is verified that the website meets the requirements of the
Guidelines for Indian Government Websites.

This also refers to their Website Quality Manual and the
certification is subject to continued compliance



Badre Alam Khan
(Sr. Project Manager)
Software Test Lab

*Annexure-I attached.



Ref No-STQC/TR/18/1

To,

Date- 14/02/2018

Mr. Milind Chaudhari (Project Lead),
ESDS Software Solution Pvt. Ltd,(Nashik)
Cont. +91 7219013999

Dear Sir,

Enclosed please find herewith the GIGW compliance Test Report for "Transport Department, Government of Karnataka "along with other documents stated here under.

1:- Testing Report

2:-Annexure-1

Status mentioned in Annexure-1 are found in compliance as on date.

Thanking You,

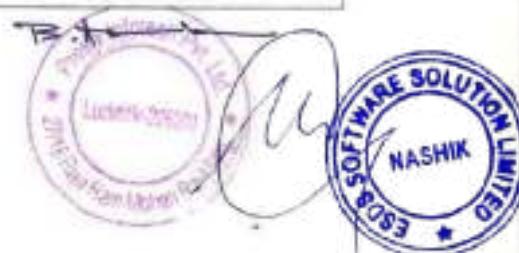
Badre Alam Khan
(Sr. Project Manager)
Software Test Lab
15/02/18

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Testing Report	Effective Date.	20 th January 2015

Table of Content

- 1.1 Introduction
- 1.2 Objective of Testing
- 1.3 Scope of Test
- 1.4 Approach
- 2.1 Disclaimers and Restrictions
- 3.1 Summary of Significant Finding and Recommendations
- 4.1 Conclusion

Reviewed By :SonyVerma Date :14.02.2018	Approved By : Mr. BadreAlam Khan Date :14.02.2018
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Prosix Infotech Pvt. Ltd.-S/w Test Lab	TL - FM - 09 - 00 Page 3 of 15
Testing Report	Effective Date : 20 th January 2015

Executive Summary

1.1 Introduction

The Transport Department Government of Karnataka website is providing its information and services to their respective beneficiaries.

URL of the site (<http://www.transport.karnataka.gov.in>) is managed by "ESDS Software Solution Pvt. Ltd.", Karnataka. To enhance and counter checking the behavior of website against govt. of India guidelines, it is necessary to get it tested by empaneled testing agency accredited from STQC.

1.2 Objective of Testing

The main objective of this testing is to make bug free and checking compliance against GIGW which is adopted by STQC. As this is Karnataka government citizen-oriented website hence our goal is to make it user friendly. User should not face any type of difficulties while using it.

1.3 Scope of Testing

Test is to be performed for GIGW compliance and back end audit which are beyond the scope.

1.4 Approach

Main approach of testing is to follow GIGW guidelines for compliance. Being a STQC accredited test laboratory, we are focused on following GIGW guidelines. Different tools like NVDA, acheck, Drlinkchecker etc. and online services can be used while testing. Manual testing can also be done wherever required.

Reviewed By :Sony Verma Date :14.02.2018	Approved By : Mr. Badre Alam Khan Date :14.02.2018
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2.1 Disclaimers and Restrictions

- This test report is purposed for providing status to department about the website.
- Status is explicitly depicted on the date of testing performed. Any change after this date can deviate the result.
- All testing methods are restricted with GIGW compliance.

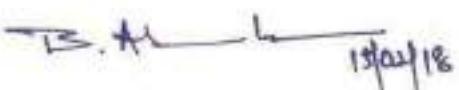
3.1 Summary of Significant Findings and Recommendations

- 1) Our detailed observations and recommendations are attached herewith.
- 2) Below listed table indicates summary of testing with corresponding result. We have used following legend for result column.
 - a. Yes-Testing passed the compliance.
 - b. No-Testing failed the compliance
 - c. NA-Not Applicable
 - d. Need to be audited

Annexure-1 for detailed and point wise result

4.1 Conclusion

Result obtained from test performed on website was found to be "Successful".


 Badre Alam Khan
 (Sr. Project Manager)
 Software Test Lab
 Prosix Infotech Pvt. Ltd.

Reviewed By :SonyVerma Date :14.02.2018	Approved By : Mr. BadreAlam Khan Date :14.02.2018
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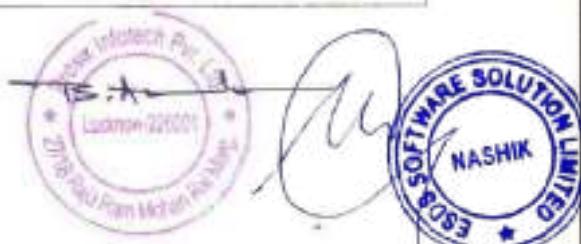
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Annexure-1

URL:<http://transport.karnataka.gov.in/>

No.	GIGW Requirement/Checkpoint	Ref.	Verification
1. Government of India Identifiers			
1.	Association to Government is demonstrated by the use of Emblem/Logo, prominently displayed on the homepage of the website	2.1.1	Yes
2.	Ownership information is displayed on homepage and on all important entry pages of the website.	2.1.2	Yes
3.	Complete and self explanatory title of the homepage (appearing on the top bar of the browser) is provided.	2.1.6	Yes
4.	Website is registered under 'gov.in' or 'nic.in' domain.	2.2.1	Yes
5.	Website provides a prominent link to the 'National Portal' from the Home page and pages belonging to National Portal load in new browser window	2.3.1 2.3.2	Yes
2. Building Confidence			
6.	Website has a Copyright Policy, prominently displayed on the homepage.	3.1.1	Yes
7.	Due permission have been obtained for publishing any content protected by copyright.	3.1.4	Need to be audited
8.	Source of all documents, whether reproduced in part or full, is mentioned.	3.1.5	Yes
9.	Website has a comprehensive Hyper Linking Policy	3.2.1	Yes
10.	Clear indication are given when a link leads out to a non government website.	3.2.5	Yes
11.	The mechanism is in place to check the accuracy of Hyperlinked Content.	3.2.8 4.3.4(c)	Need to be audited

Reviewed By :SonyVerma Date :14.02.2018	Approved By : Mr. BadreAlam Khan Date :14.02.2018
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12	Mechanism is in place to ensure that there are no 'broken links' (internal as well as external) or 'Page not found' errors.	3.2.9	Need to be audited
13	Website has comprehensive Terms and Conditions statements, linked from all important pages.	3.3.1	Yes
14	Terms & Conditions disclaims responsibility of the content sourced/ linked from non Government website and clearly indicates whether information available on the site can be used for legal purposes or not.	3.3.3 3.3.4	Yes
15	Website has a Privacy Policy linked from all the relevant pages.	3.4.2	Yes
16	All electronic commerce transactions are handled through secure means.	3.4.4	Need to be audited
3. Scope of Content : Primary Content			
About us			
17	All information about the department, useful for the citizen and other stakeholders, is present in 'About Us' section and mechanism is in place to keep the information up to date	4.2.1	Need to be audited
Schemes			
18	The complete title of the Scheme is reflected.	4.2.3(b)	N/A
19	The website provides a complete description of the scheme along with the procedure for obtaining the associated benefits.	4.2.3(e)	N/A
20	The validity of the scheme has been mentioned.	4.2.3(f)	N/A
Services			
21	Self explanatory title of the services is published.	4.2.4(b)	Yes

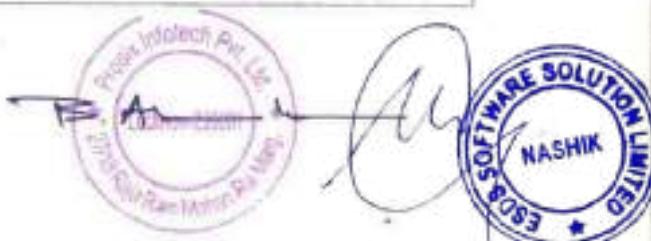
Reviewed By :Sony Verma Date :14.02.2018	Approved By : Mr. Badre Alam Khan Date :14.02.2018
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22	The website provides a complete description of the service along with the procedure to apply for/avail the same.	4.2.4(d)	Yes
Forms			
23	The website provides the complete title of the form along with the purpose it is used for	4.2.5(b)	Yes
24	Language of the Form (other than English) is mentioned clearly.	4.2.5(c)	Yes
Acts			
25	The complete title of the Act (as written in the official notification) is mentioned.	4.2.6(a)	Yes
Documents			
26	The complete title of the document is mentioned on the website.	4.2.7(c)	Yes
27	The language of the Document (other than English) is mentioned clearly.	4.2.7(e)	Yes
28	Validity of the Circular/ notification is mentioned.	4.2.7(f)	Yes
Circulars and Recruitment			
29	The official title of the Circular /Notification is mentioned.	4.2.8(a)	Yes
30	Validity of the Circular/ notification is mentioned.	4.2.8(d)	Yes
Tenders and Recruitment			
31	Mechanism in place to ensure that all Tender / Recruitment Notices issued by the Department are published on the website.	4.2.9 4.2.10	Need to be audited

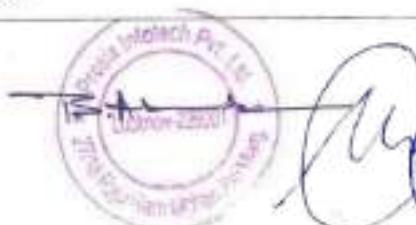
Reviewed By :Sony Verma Date :14.02.2018	Approved By : Mr. Badre Alam Khan Date :14.02.2018
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32	Website provides a complete description of the Tender / Recruitment notice along with the procedure to apply for the same	4.2.9(a) 4.2.10(d))	Yes
33	Mechanism is in place to ensure that information on old / irrelevant Tender / Recruitment notices is removed or moved into the archive section	4.2.9(d) 4.2.10(g))	Need to be audited
News and Press Release			
34	News / Press releases are displayed along with the date and these are organized as per the archival policy of the website	4.2.11	Need to be audited
Contact Us			
35	Website has a 'Contact Us' page, linked from the home page and all relevant places in the website.	4.2.12(a))	Yes
36	The complete contact details of important functionaries in the Department are given in the 'Contact Us' section	4.2.12(c))	Yes
Presence on the National Portal			
37	Mechanism is in place to ensure that all the Citizen Services, Forms, Documents and Schemes are registered with the respective repositories of the National Portal.	4.2.13	Need to be audited
Scope of Content : Secondary Content			
38	Mechanism is in place to ensure that all outdated announcements are removed from the website or moved to archive	4.3.2(a)	Need to be audited
39	All Discussion Forum on the website are moderated.	4.3.3(c)	Need to be audited
40	For every related link, the complete URL of the Home Page/concerned webpage is provided.	4.3.4(b)	Yes
Scope of Content : Tertiary Content			

Reviewed By :SonyVerma Date :14.02.2018	Approved By : Mr. BadreAlam Khan Date :14.02.2018
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41.	Feedback is collected through online forms and mechanism is in place to ensure timely response to feedback/queries received through the website.	4.4.5(a) 4.4.5(c)	Need to be audited
42.	The website has a readily available Help section	4.4.6	Yes
43.	Complete information including title, size[playing time for audio/video], format, usage instructions and plug-in to view the file is provided for downloadable material including documents.	4.4.7(a) 6.7.1(a) 6.7.1(b)	Yes
44.	Mechanism is in place to ensure that all downloadable material is free from virus.	4.4.7(c)	Need to be audited
45.	Minimum content as prescribed in the guidelines is present on the homepage.	4.5.1	Yes
46.	Subsequent pages of the website have the minimum content as prescribed in the guidelines.	4.5.2	Yes
47.	Website is free from offensive / discriminatory language.	4.7.2	Yes
4. Quality of Content			
48.	Content is compiled and packaged with citizen orientation.	5.1.1	Yes
49.	The Department has a Content Contribution, Moderation and Approval Policy(CMAP) for the Websites.	5.2.1	Need to be audited
50.	Home Page and every important entry page of website displays the last updated / reviewed date.	5.2.2	Yes
51.	Department has a Content Review Policy(CRP) for the website.	5.2.3	Need to be audited
52.	All Documents / Reports have a time stamp at least on the main page.	5.2.5	Yes

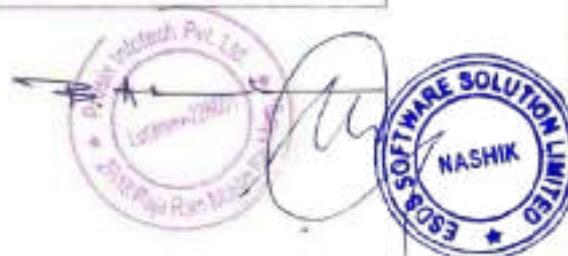
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53	The Departments have a clearly laid out Content Archival Policy (CAP) for the website.	5.2.6 10.4	Need to be audited.
54	Clear and simple language has been used throughout the website.	5.3.1	Yes
55	The language is free from spelling and grammatical errors.	5.3.6	Yes
56	Whenever there is a change in the language of a web page it has been clearly indicated.	5.3.8	Yes
57	Consistency in nomenclature is maintained across the website.	5.4.2	Yes
58	All information, which is of direct importance to the citizen, is accessible from the Homepage.	5.6.1	Yes
59	Information structure and relationship is preserved in all presentation styles.	5.6.2	Yes
60	The meaningful reading sequence is preserved in all presentation styles.	5.6.3	Yes
61	Documents / pages in multiple languages are updated simultaneously.	5.7.2	Yes
5. Design			
62	Visual/textual identity elements highlighting the Government's ownership of the website are prominently placed on the page.	6.1.1	Yes
63	A consistent page layout has been maintained throughout the website	6.2.1	Yes

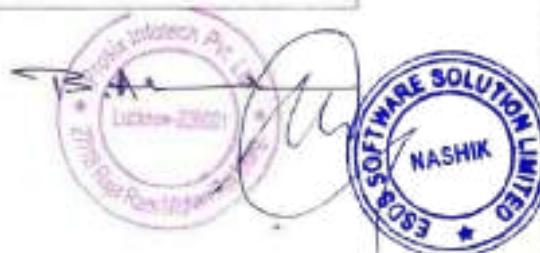
Reviewed By :SonyVerma Date :14.02.2018	Approved By : Mr. BadreAlam Khan Date :14.02.2018
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Prosix Infotech Pvt. Ltd.-S/w Test Lab	TL - FM - 09 - 00	
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Testing Report	Effective Date ,	20 th January 2015

64	National identity symbols like Flag, National Emblem etc., are in a proper ratio and colour.	6.3.1	Yes
65	Hindi/ regional language fonts have been tested on popular browsers for any inconsistency (loss of layout)	6.4.3	Yes
66	Web Pages allow resizing of text without the use of assistive technology.	6.4.5	Yes
67	Text is readable both in electronic and print format and the page prints correctly on an A4 size paper.	6.4.6	Yes
68	There is adequate contrast between text and background colour.	6.5.1	Yes
69	All information is conveyed with colour is also available without colour.	6.5.4	Yes
70	Alternate text is provided for non textelements(e.g. images).	6.6.4	Yes
71	Websites provide textual description of audio / video clips and multimedia presentation.	6.7.2(a)	Yes
72	Caption have been provided for all important audio content.	6.7.2(b)	N/A
73	Web pages do not contain any content that flashes for more than three times in a second.	6.7.3(a)	Yes
74	There is a mechanism to control scrolling, blinking content.	6.7.3(b)	Yes
75	There is a mechanism to control (stop, pause...) audio that starts automatically.	6.7.3(c)	N/A

Reviewed By :SonyVerma Date :14.02.2018	Approved By : Mr. BadreAlam Khan Date :14.02.2018
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Prosix Infotech Pvt. Ltd.-S/w Test Lab		TL - FM - 09 - 00
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Testing Report	Effective Date	20 th January 2015

76	All pages on the website have a link to the home page.	6.8.1	Yes
77	The positioning and terminology used for navigation items and navigation scheme is consistent across the website.	6.8.2	Yes
78	There are no links to 'under construction' pages.	6.8.4	Yes
79	Each page is a stand alone entity in terms of ownership, navigation and context of content.	6.8.5	Yes
80	Web pages allow the user to bypass repeated blocks of content.	6.8.8	Yes
81	Website has either a "search" box or a link to a "search" page from every page of the website.	6.9.1	Yes
82	Website has an up to date Site Map that is linked to the Home Page as well as to all important entry pages of the website.	6.10.1	Yes
83	If the site uses frames, each frame is properly titled.	6.11	Yes
6. Development			
84	Website uses Cascading Style sheets to control layouts/styles	7.2.1	Yes
85	Website is readable even when sheets are switched off or not loaded.	7.2.2	Yes
86	Web pages are usable even when scripts, applets etc are turned off.	7.3.2	Yes

Reviewed By :Sony Verma Date :14.02.2018	Approved By : Mr. Badre Alam Khan Date :14.02.2018
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Prosix Infotech Pvt. Ltd.-S/w Test Lab	TL - FM - 09 - 00	
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87	Documents are provided either in HTML or other accessible formats. Instruction / Download details for viewing these formats are provided.	7.4.2(a)	Yes
88	In content implemented using mark up languages, the elements have been used according to specification.	7.5(a)	Yes
89	Labels have been provided when content requires input from the users.	7.5(b)	Yes
90	Time limit for time dependent web functions can be adjusted by the user (also refer exceptions).	7.5(c)	N/A
91	Instructions for operating/ understanding content do not rely solely on characteristics like shape, size, location etc.	7.5(d)	Yes
92	All input errors are flashed in text.	7.5(e)	Yes
93	Functionality of content is operable through keyboard.	7.5(f)	Yes
94	Focus is not trapped in any component while navigating through keyboard only.	7.5(g)	Yes
95	Purpose of each link is clear to the user.	7.5(h)	Yes
96	When any component receives focus it does not initiate change in context.	7.5(i)	Yes
97	Changing the setting of a component does not change the context unless the user has been informed of the same.	7.5(j)	Yes
98	Metadata for pages like title, keywords, description and language is appropriately included.	7.5(k) 9.1.2	Yes

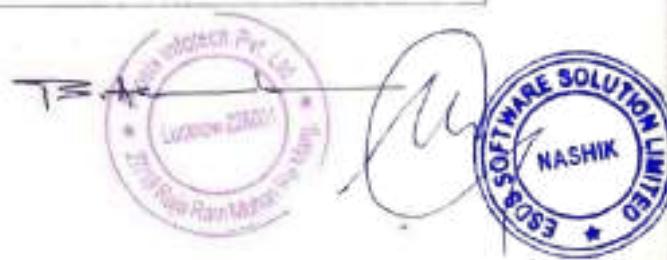
Reviewed By :SonyVerma Date :14.02.2018	Approved By : Mr. BadreAlam Khan Date :14.02.2018
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99	Data tables have been provided with necessary tags / mark up.	7.5(l)	Yes
100	All components receive focus in an order that preserves the meaning / operation.	7.5(m)	Yes
101	Role of all interface components can be programmatically determined.	7.5(n)	Yes
102	The websites have been tested on multiple browsers.	7.6(b)	Yes
103	Websites has cleared Security Audit by certificate agency and has a Security Policy.	7.7.1 7.7.2	Need to be audited
7. Website Hosting			
104	Websites are accessible to the intended audience in an efficient and secure manner on 24 x 7 basis.	8.2.1	Need to be audited
105	The hosting Service Provider possesses state-of-the art multi-tier security infrastructure as well as devices such as firewall and intrusion prevention system.	8.2.1(a) 8.2.1(b)	Need to be audited
106	The hosting Service Provider has redundant server infrastructure for high availability.	8.2.1(c)	Need to be audited
107	The hosting service provided performs regular backup of the web site.	8.2.1(d)	Need to be audited
108	The Hosting Service Provided has a Disaster Recovery (DR) Centre in a geographically distance location and a well crafted DR plan for the website.	8.2.1(e)	Need to be audited

Reviewed By :SonyVerma Date :14.02.2018	Approved By : Mr. BadreAdam Khan Date :14.02.2018
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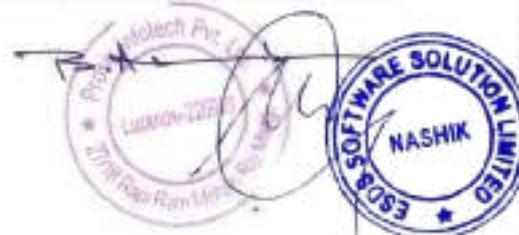


Prosix Infotech Pvt. Ltd.-S/w Test Lab	TL - FM - 09 - 00 Page 15 of 15	
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109	Website Hosting Provider provides Helpdesk & Technical support on 24x7x 365 basis.	8.2.1(i)	Need to be audited
110	All possible secure measures have been taken to prevent defacement/ hacking of the website and the Department has been contingency plan in place for situation like these.	8.3	Need to be audited
8. Website Promotion			
111	Website ranks in the first five results on major search engines when searched with relevant keywords.	9.1	Yes
112	It has been ensured that all stationery of the department as well as advertisements/ public messages issued by the concerned Department prominently display the URL of the website.	9.2.1 9.2.2	Need to be audited
9. Website Management			
113	Department has nominated a Web Information Manager as defined in the guidelines.	10.1.1	Need to be audited
114	The websites has a website monitoring policy.	10.3	Need to be audited
115	All policies and plans are approved by Head of Department.	10.7	Need to be audited

Reviewed By :SonyVerma
Date :14.02.2018

Approved By : Mr. BadreAlam Khan
Date :14.02.2018



SS-ITRSM-2017/10/ESDSCIL-01-01

Dated: 16-Oct-2017

**WEB APPLICATION SECURITY AUDIT (SAFE TO HOST)
CERTIFICATE**

Organization Name: Coal India Limited
Temporary Application URL: http://115.124.127.137/
Production Application URL: https://www.coalindia.in/
Web Application Name: Coal India
Security Testing Start Date: 25-Sep-2017
Security Testing End Date: 13-Oct-2017
Audited By: Narendra Bhati (infosec@sumasoft.net / +91.20.40130400)

Observation: The above web application has undergone Security Audit and has been certified to be safe from the known vulnerabilities. The contents audited were based on the web application URL mentioned above.

Conclusion: We have tested the web application OWASP Top Ten 2017 vulnerabilities. The said web application is free from OWASP Top Ten known vulnerabilities and is safe for hosting as on date of submission of the security certificate. The web application has dynamic pages meant to be available to limited users.

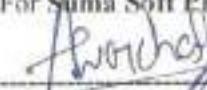
MD5 of Root folder (Zip): abce84508cna8102da24f98cd8a10f44

Recommendations:

1. The application may be hosted with limited privileges of Read and Script Execution permissions.
2. Operating System, Web Server and Database Server hardening needs to be in place for the production server along with encrypted transport layer protection.
3. It is recommended to deploy web application with SSL while deploying on production server.
4. Use latest Software Technology, Content Management System & CMS Modules on production environment.

Note - Certificate is valid till no additional changes in the dynamic contents are carried out.

For Suma Soft Private Limited


Anil Waychal
Manager -IT Risk & Security/Management Services
CISA, ISO27001, LANGLI, RHCE, Sun Solaris Admin

SS-ITRSM-2015/12/ESDS-IFCI-01-001

Dated: Dec 14, 2015

WEBSITE SECURITY AUDIT CERTIFICATE

Department Name: IFCI Ltd.

Site URL: <http://n1.ifciltd.com/>Testing Start Date: 26th November 2015Testing End Date: 14th December 2015

Audited By: Suma Soft Pvt. Ltd

Observation: The above website, it has undergone Security Audit and has been certified to be safe from the known vulnerabilities. The contents audited were based on the web site URL mentioned above.

Conclusion: We tested the web site along with the web application for OWASP Top Ten 2013 vulnerabilities. The said web site is free from OWASP Top Ten known vulnerabilities and is safe for hosting as on date of submission of the security certificate. The website has dynamic pages meant to be available to public interaction. Remote administration will be done over the public network.

Recommendations:

1. The site may be hosted with limited privileges of read permissions.
2. Operating System, Web server and Database server hardening needs to be in place for the production server along with encrypted transport layer protection.
3. It is recommended to deploy SSL for the <http://n1.ifciltd.com/>
4. Log monitoring should be done for Webserver, Database server & Basic Operating system
5. Secure HTTP Headers configuration must be implemented.

- Our audit included obtaining an understanding of the objectives; selectively testing these objectives; testing and evaluating; and performing such other procedures as we considered necessary under the circumstances. We believe that our audit provides a reasonable basis for our opinion. We have used various tools and techniques to identify the vulnerabilities and submitted our report to the representatives of ESDS Software Solutions. Follow up audit was conducted for multiple rounds on receiving confirmation from IT team of ESDS Software Solutions, after they carried out remediation of observations raised.
- We wish to clarify that the responsibility for the design and implementation of the information systems and the related internal/information systems controls including adequate disclosures, is that of the management of ESDS Software Solutions.
This includes the maintenance of adequate records, logs, systems and internal controls, the selection and the application of information security policies and the safe guarding of the assets.
- The projection of any conclusions, based on our findings, to future periods is subject to the risk that (1) changes made to the application system or controls, (2) changes in website source code files, (3) changes required because of the passage of time, or (4) degree of compliance with the policies or procedures may alter the validity of such conclusions.

For Suma Soft Private Limited



Anil Waychal

Manager -IT Risk & Security Management Services
CISA, ISO27001LA, ITIL, RHCE, Sun Solaris Admin





To Whomsoever It May Concern

IFCI Application Auditing Information Gathered for the IFCI

Reference No

CQ/IS-18200

Site Name:

IFCI Limited

Site URL:

<https://www.ifcilt.com/>

Test URL:

<http://115.124.127.118/~devfds/ifcilt/ifciltdv1/grievance/>

Audit Performed by: **CyberQ Consulting Pvt. Ltd., New Delhi (Cert-In Empaneled)**

Final Report Date: **14/01/2019**

Certificate Issue Date: **14/01/2019**

Audit Conclusion:

This IFCI Application was audited & found safe for hosting as per OWASP guidelines subject to the audit findings reported in the Final Level 2 Audit report.

This certificate is being issued as per the terms and conditions mentioned below (on page numbers 2 and 3 of this document).



(Mr. Pramod Kumar Pant)

Head, Application and Network Security Division,

CyberQ Consulting Pvt Ltd

Registered office: J 1917, Chittaranjan park, New Delhi-110019
Cin No:U74210DL1997PTC085417





Terms & Conditions for this Website Audit Certificate

This certificate for security audit for "**IFCI Limited**" Application is subject to the following terms and conditions:

1. CyberQ has performed security audit for web application on a belief that the client fully and absolutely owns the said web application
2. CyberQ has undertaken the security audit with the belief that there are no ongoing legal cases, or investigation proceedings pending against the web based product before any competent authority, Forum, Tribunal and/or Court.
3. Client acknowledges and agrees that the security audit performed by CyberQ has been based on the mutually agreed security audit features/standards.
4. This security audit certificate issued by CyberQ shall not be seen as in any way endorsement of client's security policies/regulations/standards etc.
5. **DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS & CONDITIONS 'CYBERQ' HEREBY EXPRESSLY DISCLAIMS, ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, OR OTHERWISE), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, WITH RESPECT TO ITS PERFORMANCE OR ANY MATERIALS PROVIDED TO THE CLIENT HEREUNDER, AND THE ENTIRE RISK AS TO CYBERQ'S PERFORMANCE AND ANY SUCH MATERIALS PROVIDED TO THE CLIENT (OTHER THAN FOR BREACH OF THE EXPRESS TERMS OF THESE TERMS & CONDITIONS) IS ASSUMED BY THE CLIENT.**
6. Client will indemnify, defend and hold CyberQ and its directors, officers and employees (collectively "CyberQ Indemnitees") harmless from and against any threat, action, cause of action, suit, proceeding, claim, or demand of any third party that arises from or relates to a breach of Client's obligations. Client will also indemnify and hold the CyberQ Indemnitees harmless from all Losses. "Losses" means damages, obligations, liabilities, harm, injuries, judgments, fines, penalties, interest, assessments, costs, and expenses of any kind that arise out of or that are related to any claim under this clause,

Registered office: J 1917, Chittaranjan park, New Delhi-110019
Cin No:U74210DL1997PTC085417





including reasonable professional fees (including attorneys' fees and experts' fees).

7. **This security clearance certificate issued by CyberQ is 14-01-2019-05:00 PM specific:** primarily for the purpose of identifying the date and time, the said certificate has been issued. The "14-01-2019-05:00 PM" also recognizes that the said certificate is given as a result of security testing done as a snapshot in time and that any changes made to the web based product and/or any of its web-pages subsequently will render this certificate invalid. A copy of the screens of the "IFCI Limited" Product, that has been audited, has been submitted as part of L2 report.

8. Client agrees that this security audit certificate is not transferable to any third party without the express written consent of CyberQ.



Registered office: J 1917, Chittaranjan park, New Delhi-110019
Cin No:U74210DL1997PTC085417



Panacea InfoSec Pvt. Ltd.
3rd Floor, Plot no. 226, Pocket A2,
Sector 17, Dwarka-110075, New Delhi
T: +91 11 49403170
www.panaceainfosec.com



Cert No: PI/Cert/2020/C039

Date of Issue: 27-Oct 2020

Security Audit Certificate

Panacea InfoSec Security Assessment Program has tested and certified the following application under CERT-In recommended standards.

Application Name: Integrated Planning Office Automation System
Application Type: Web Application
Activity Name: Application Vulnerability Assessment & Penetration Testing
Client Name: Planning Department of Maharashtra
Testing Date: August 17, 2020 to October 26, 2020
Site URL: <http://ipas.maharashtra.gov.in/>
Test URL: <http://projects.teamgrowth.net/ipas-site/>
Audit Performed By: Panacea InfoSec Pvt. Ltd.
Conclusion: Application is free from OWASP Top 10 and SANS Top 25 (any other known) vulnerabilities with exceptions and is safe for hosting till any changes.


Ajay Kaushik
Founder and CEO



Certificate Validity: The certificate is valid until a new version of the application is released. Please visit Cert-In website for more detail.

Panacea InfoSec Pvt. Ltd.
3rd Floor, Plot no. 226, Pocket A2,
Sector 17, Dwarka-110075, New Delhi
T: +91 11 49403170
www.panaceainfosec.com



Cert No: PI/Cert/2020/C039

Date of Issue: 27-Oct 2020

Annexure of Security Audit Certificate

Recommendations:

- Please ensure the provided exceptions are closed.
- Hosted URL equivalent to following URL to be deployed over SSL.
 - <http://projects.teamgrowth.net/ipas-site/>

This Security Clearance Certificate issued by Panacea InfoSec Pvt. Ltd is date specific to maintain the validity of certificate. The detailed report as part of L2 report is submitted to Planning Department of Maharashtra.






Certificate Validity: The certificate is valid until a new version of the application is released. Please visit Cert-In website for more detail.

Dt. - 20-January-2015

WEBSITE SECURITY AUDIT

Organization Name	:	Maharashtra Airport Development Company (MADC)
Staging Site URL	:	http://demo.teamgrowth.net/madc/index.php/
Testing Start Date	:	29-October-2014
Testing End Date	:	25-December-2014 (multiple rounds)
Hash Value of static file :	:	Filename - Codeigniter.php Hash - 372c5ac3bf7853aaa4852295ca05a190
Audited By	:	Rohit Sadgune, Ravi Kariya

Observation: The above website has undergone Security Audit and is certified to be safe from the known vulnerabilities. The contents audited were based on the staging site URL mentioned above.

Conclusion: We tested the website for OWASP top 10 vulnerabilities. The said website is free from OWASP top 10 known vulnerabilities and is safe for hosting as on date of submission of the security certificate. The web application has dynamic pages meant to be available to public without authentication. Remote administration will be done over the public network.

Recommendation:

1. Validate the host value before accepting the session from client.
2. Verify the view state value at server side to prevent CSRF attacks
3. Operating System, Web server and Database server hardening needs to be in place for the production server along with encrypted transport layer protection.
4. It is recommended to deploy SSL for the website <http://demo.teamgrowth.net/madc/index.php/>

For Suma Soft Private Limited



Management IT Risk & Security Management Services
CISSP, ISO27001LA, ITIL, RHCE, Sun Solaris Admin

001372



Dt. - 20-January-2015

WEBSITE SECURITY AUDIT

Organization Name	:	Maharashtra Airport Development Company (MADC)
Staging Site URL	:	http://demo.teamgrowth.net/madc/index.php/
Testing Start Date	:	29-October-2014
Testing End Date	:	25-December-2014 (multiple rounds)
Hash Value of static file :	:	Filename - Codeigniter.php Hash - 372c5ac3bf7853aaa4852295ca05a190
Audited By	:	Rohit Sadgune, Ravi Kariya

Observation: The above website has undergone Security Audit and is certified to be safe from the known vulnerabilities. The contents audited were based on the staging site URL mentioned above.

Conclusion: We tested the website for OWASP top 10 vulnerabilities. The said website is free from OWASP top 10 known vulnerabilities and is safe for hosting as on date of submission of the security certificate. The web application has dynamic pages meant to be available to public without authentication. Remote administration will be done over the public network.

Recommendation:

1. Validate the host value before accepting the session from client.
2. Verify the view state value at server side to prevent CSRF attacks
3. Operating System, Web server and Database server hardening needs to be in place for the production server along with encrypted transport layer protection.
4. It is recommended to deploy SSL for the website <http://demo.teamgrowth.net/madc/index.php/>

For Suma Soft Private Limited



Management IT Risk & Security Management Services
CISSP, ISO27001LA, ITIL, RHCE, Sun Solaris Admin

001372



Dated: 22-October-2014

WEBSITE SECURITY AUDIT

Organization Name: Mazagon Dock Limited
Production Site URL: <http://mazagondock.gov.in/newsite2010/recruitment.html>
Staging Site URL: http://115.124.125.96/mazagondock/Job_application.aspx
Testing Start Date: 16- October -2014
Testing End Date: 22- October -2014 (multiple rounds)
Audited By: Rohit Sadgune, Ravi Kariya

Observation: The above web application has undergone Security Audit and has been certified to be safe from the known vulnerabilities. The contents audited were based on the web application URL mentioned above.

Conclusion: We tested the web application for OWASP top 10 vulnerabilities. The said web application is free from OWASP top 10 known vulnerabilities and is safe for hosting as on date of submission of the security certificate. The web application has dynamic pages meant to be available to public without authentication. Remote administration will be done over the public network.

Recommendation:

1. Validate the host value before accepting the session from client
2. Deploy captcha or create login attempt security
3. Verify the view state value at server side to prevent CSRF attacks
4. Operating System, Web server and Database server hardening needs to be in place for the production server along with encrypted transport layer protection.
5. It is recommended to deploy SSL for the

http://115.124.125.96/mazagondock/Job_application.aspx

For Suma Soft Private Limited


Anil Waychal

Manager- IT Risk & Security Management Services
CISA, ISO27001LA, ITIL, RHCE, Sun Solaris Admin





To Whomsoever It may concern

PMMY Portal and MUDRA Web Site Auditing

Information Gathered for the Web Site

Reference No.

CQ/IS/19-285

Site Name:

PMMY Portal and MUDRA Website

Site URL:

<https://www.mudra.org.in/>

<https://pmmydata.mudra.org.in/#/>

Test URL:

<http://test.mudra.org.in/>

<http://testpmmydata.mudra.org.in/#/>

Audit Performed by: **CyberQ Consulting Pvt. Ltd., New Delhi**

Final Report Date: 11-09-2019

Certificate Issue Date: 11-09-2019

Audit Conclusion:

This applications were audited & found safe for hosting as per the OWASP guidelines subject to the following:

- Folder containing “Asp.Net” pages should be given “READ and Script Execute” permission.
- The following uploading folders to be given “READ & WRITE” permission.
<inetpub\wwwroot\PMMYData\Mudra\DocumentRepository\User>
<inetpub\wwwroot\Mudra-Site\DocumentRepository>
- Hosted equivalent of the following URL to be deployed over Latest TLS:
<http://test.mudra.org.in/>
<http://testpmmydata.mudra.org.in/#/>

Note:

1. A copy of the screens of the “**PMMY Portal and MUDRA Website**” application, that have been audited, has been submitted as part of L2 report.
2. This certificate is being issued as per the terms and conditions mentioned below (on page numbers 2 and 3 of this document).



Reviewed by:

(Pramod kumar Pant)

Terms & Conditions for this Website Audit Certificate

59/15, Satyam House, 1st Floor, Guru Ravidas Marg, Kalkaji, New Delhi-110019





Terms & Conditions for this Website Audit Certificate

This certificate for Web application security audit for “**PMMY Portal and MUDRA Website**” application is subject to the following terms and conditions:

1. CyberQ has performed web application security audit for website on a belief that the client fully and absolutely owns the said website.
2. CyberQ has undertaken the security audit with the belief that there are no ongoing legal cases, or investigation proceedings pending against the website before any competent authority, Forum, Tribunal and/or Court.
3. Client acknowledges and agrees that the security audit performed by CyberQ has been based on the mutually agreed security audit features/standards.
4. This security audit certificate issued by CyberQ shall not be seen as in any way endorsement of client's security policies/regulations/standards etc.
5. **DISCLAIMER OF ALL OTHER WARRANTIES:** EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS & CONDITIONS ‘CYBERQ’ HEREBY EXPRESSLY DISCLAIMS, ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, OR OTHERWISE), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, WITH RESPECT TO ITS PERFORMANCE OR ANY MATERIALS PROVIDED TO THE CLIENT HEREUNDER, AND THE ENTIRE RISK AS TO CYBERQ’S PERFORMANCE AND ANY SUCH MATERIALS PROVIDED TO THE CLIENT (OTHER THAN FOR BREACH OF THE EXPRESS TERMS OF THESE TERMS & CONDITIONS) IS ASSUMED BY THE CLIENT.
6. Client will indemnify, defend and hold CyberQ and its directors, officers and employees (collectively “CyberQ Indemnitees”) harmless from and against any threat, action, cause of action, suit, proceeding, claim, or demand of any third party that arises from or relates to a breach of Client’s obligations. Client will also indemnify and hold the CyberQ Indemnitees harmless from all Losses. “Losses” means damages, obligations, liabilities, harm, injuries, judgments, fines, penalties, interest, assessments, costs, and expenses of any kind that arise out of or that are related to any claim under this clause, including reasonable professional fees (including attorneys’ fees and experts’ fees).



Terms & Conditions for this Website Audit Certificate

59/15, Satyam House, 1st Floor, Guru Ravidas Marg, Kalkaji, New Delhi-110019



7. This security clearance certificate issued by CyberQ is “11/09/2019 - 2:00 pm” specific: primarily for the purpose of identifying the date and time, they said certificate has been issued. The “11/09/2019 - 2:00 pm” also recognizes that the said certificate is given as a result of security testing done as a snapshot in time and that any changes made to the website and/or any of its web-pages subsequently will render this certificate invalid. A copy of the screens of the **“PMMY Portal and MUDRA Website”** application, that has been audited, has been submitted as part of L2 report.
8. Client agrees that this security audit certificate is not transferable to any third party without the express written consent of CyberQ.



Terms & Conditions for this Website Audit Certificate

59/15, Satyam House, 1st Floor, Guru Ravidas Marg, Kalkaji, New Delhi-110019





CMMI® Institute

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Commends

ESDS Software Solution Limited

On being appraised at **Maturity Level 5** on the Capability
Maturity Model Integration (CMMI) – DEV, V3.0 based on a
Benchmark Appraisal Method for Process Improvement V3.0

Appraisal ID: 74034

R & D Centre

Valid until – Dec 04, 2027

Dr. Vinit Maheshwari
CMMI Institute Certified High Maturity Lead Appraiser
ID# 0500531-01

Dec 04, 2024

Date

Maturity Level 5





ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B-24 & 25, NICE Industrial Area,
Satpur MIDC Road, Nashik, Maharashtra - 422 007.
Toll Free: 1800 209 3006 | Email: getintouch@esds.co.in



Technical Evaluation Criteria

Sr. No	Criteria	Details	Client Name	Page No- WO & CC Copy
1	Project Experience	Experience of successfully carrying out similar work of website/ web portal/application development in any Government organization of India a) Between 7 and 10 projects = 10 Marks b) Between 11 and 15 projects = 15 Marks c) Above 15 projects = 20 Marks	1 Jammu & Kashmir Forest Department, GOV of J&K CAMPA 2 Food Safety and Standard Authority Of India, New Delhi (FSSAI) 3 Coal India Limited, Kolkata (CIL) 4 Maharashtra State Road Transport Corporation (MSRTC) 5 Industrial Finance Corporation of India Limited (IFCI) 6 National Horticultural Research and Development Foundation (NHRDF) 7 Small Industries Development Bank of India (SIDBI)-MUDRA 8 Maharashtra Public Service Commission (MPSC) 9 Nashik City Police, Commissioner of Police, Nashik 10 Power Finance Corporation LTD. New Delhi (PFC) 11 EdCIL (India) Limited, Noida 12 School Education & Sports Department (SESD) 13 Delhi Metro Rail Corporatino Limited (DMRC) 14 Stock Holding Corpotation of India Limited (SHCIL) 15 Odisha Computer Application Center (OCAC)- Dept of Agri & Farmer 16 Ministry of Statistics and Programme Implementation (MoSPI) 17 Indian Institute of Banking & Finance, Mumbai (IIBF)	158 39-42 73-74 75-100 101-104 105-107 108-114 115-117 118-119 120-122 123-135 136-141 142-145 146-147 148-153 154-157 3-38

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Sr.No	Criteria	Details	Client Name	Page No- WO & CC Copy
2	Years of Experience	Experience of successfully carrying out similar work of website/ web portal/application development in any Government organization of India a) 5 - 6 years of experience = 8 Marks b) 7 - 8 years of experience = 15 marks c) Above 8 years of experience = 20 marks	1 National Horticultural Research and Development Foundation (NHRDF) # WO. Dt- 2013 2 Nashik City Police, Commissioner of Police, Nashik # WO. Dt- 2008 3 Coal India Limited, Kolkata (CIL) # WO. Dt- 2013 4 Maharashtra State Road Transport Corporation (MSRTC) # WO. Dt- 2013 5 Industrial Finance Corporation of India Limited (IFCI) # WO. Dt- 2015 6 National Horticultural Research and Development Foundation (NHRDF) # WO. Dt- 2013 7 Small Industries Development Bank of India (SIDBI)- MUDRA # WO. Dt- 2015 8 Maharashtra Public Service Commission (MPSC) # WO. Dt- 2011 9 Nashik City Police, Commissioner of Police, Nashik # WO. Dt- 2008 10 Power Finance Corporation LTD. New Delhi (PFC) # WO. Dt- 2016 11 EdCIL (India) Limited, Noida# WO. Dt- 2016	105-107 118-119 73-74 75-100 101-104 105-107 108-114 115-117 118-119 120-122 123-135



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Sr.No	Criteria	Details	Client Name	Page No- WO & CC Copy
3	Client Experience	The bidder should have successfully designed, developed, and hosted websites/ web portals for at least 05 different government clients/departments a) 05-07 clients = 5 marks b) Above 8 clients = 10 marks	1 Food Safety and Standard Authority Of India, New Delhi (FSSAI) 2 National Horticultural Research and Development Foundation (NHRDF) 3 Small Industries Development Bank of India (SIDBI)- MUDRA 4 Power Finance Corporation LTD. New Delhi (PFC) 5 EdCIL (India) Limited, Noida 6 Delhi Metro Rail Corporatino Limited (DMRC) 7 Maharashtra State Road Transport Corporation (MSRTC) 8 Maharashtra Public Service Commission (MPSC) 9 Nashik City Police, Commissioner of Police, Nashik 10 Odisha Computer Application Center (OCAC)- Dept of Agri & Farmers	39-42 105-107 108-114 120-122 123-135 142-145 75-100 115-117 118-119 148-153

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27 July 2025

Technical Proposal

for

Development of a New Portal for SPoCS and MGA

**(Design, Development, Implementation with Maintenance and STQC
(Standardization Testing and Quality Certification). The portal should deploy
online application, processing and monitoring functions of SPoCS & MGS with 4
years of maintenance period beyond 1 year warranty for**

NATIONAL COUNCIL OF SCIENCE MUSEUMS

Version 1.2



**NATIONAL COUNCIL OF SCIENCE MUSEUMS
(MINISTRY OF CULTURE, GOVT OF INDIA)**

Submitted by, ESDS Software Solution Ltd.

Statement of Confidentiality

This proposal is being submitted to

“NATIONAL COUNCIL OF SCIENCE MUSEUMS”

by ESDS, with the explicit understanding that the contents would not be divulged to any third party without prior written consent from ESDS. All registered trademarks acknowledged.



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ESDS Profile Summary

ESDS is a leading group of fastest growing Software Development, cloud and web hosting companies based in UK, USA & India. ESDS has indigenously developed the concept of a high specification; carrier-neutral and fully managed data center in the state of Maharashtra, and has successfully turned this vision into reality. The complete infrastructure in Nasik including the Data center is fully owned and operated by ESDS. The state-of-the-art Fully Managed Tier 3 Data center has been built from ground up with only two aims in mind: engineering and robustness. We firmly believe that solid investment in the best infrastructure and people will allow us and our customers' continual growth and prosperity.

ESDS employs an experienced team of professional engineers with proven track record who are committed, responsive and result-oriented. ESDS has been patronized by domestic as well as international blue-chip businesses equally, for its efficient and effective solutions. At ESDS, you get the highest quality & value for your investment with complete peace of mind.



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Vision and Mission

Vision – Co - creating a Technologically Advanced Greener Planet

Mission

"Touching Lives of 1B+ people"

It is estimated 915 million Indians will be connected to the internet by 2026. ESDS has managed to connect more than 380 million Indians, and it is our mission to take this number to 1 billion Indian Citizens by 2024. We are touching lives of more than a billion people with advanced technologies.

"Connecting 1B+ Smart Devices"

ESDS aims to connect more than billion smart devices with its business solutions enabling a digital future. ESDS backs the largest pan-India project of smart meters. We are continuously striving to connect intelligent devices to auto-scalable enLight cloud.

"Unicorn in Make in India Advanced Technology"

'Make in India' Advanced Technology has proven to be instrumental in boosting manufacturing and IT sectors in India. Currently, India is the fourth-largest destination in creating unicorns. ESDS aims at delivering tech-advanced services to businesses and get recognized as a leading Unicorn from India.

"Growing 1B+ Trees"

We are on a mission to plant and raise more than a billion trees. ESDS is embracing the green revolution by distributing more than one lakh seeds across the nation. Millions of people support our tree plantation drives pan-India. ESDSians have been actively contributing to making our motherland greener by giving back more than what we receive.



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Patents & Certifications



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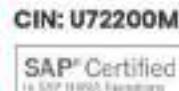
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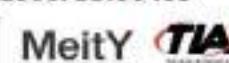


What we offer

- Internet Services
- Data center & Turnkey Solution
- Core Banking Solutions
- Infrastructure Management
- IIoT & AgIoT Automation
- Software Design & Development
- Enterprise Resource Planning (ERP) Development
- Website Design & Development
- Health Care Solutions
- Mobile Application Development
- Video Conferencing and Media Streaming
- Geographical Information System (GIS)
- E-Commerce
- E-Governance
- Office Automation
- Computer Telephony Interface (CTI)
- SAP/ERP Hosting
- Web Hosting Services
- Co-location
- Managed Dedicated Servers
- Cloud Computing
- Grid Server Hosting



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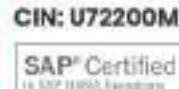
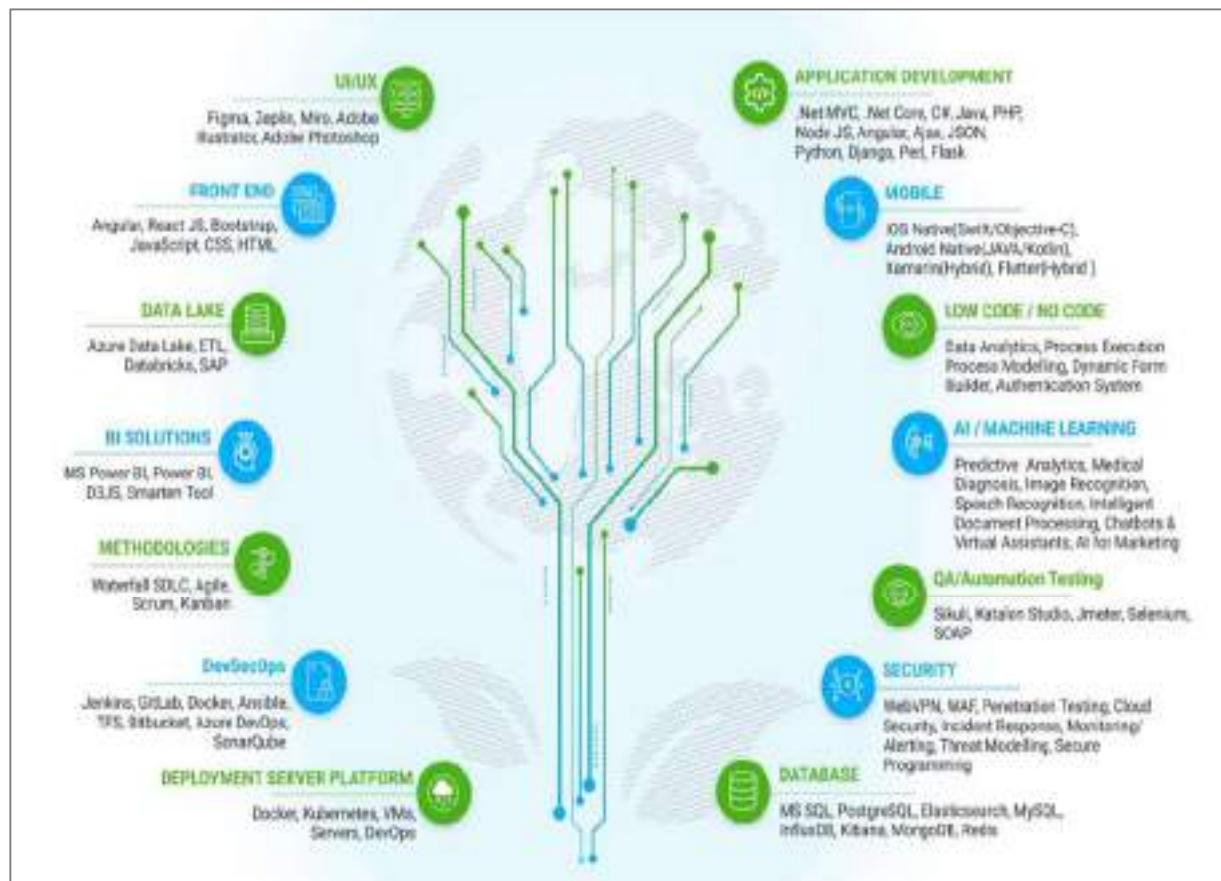
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Technological Offerings.

ESDS product suite is built on the latest advanced technology stack ensuring availability of all the benefits of the underlying platform. National Council of Science Museums (NCSM) are utilized to the maximum to create a robust solution for our clients. It also provides dynamic scalability, modularity and uncompromised security. A snapshot of the technology stack is mentioned below:



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About National Council of Science Museums (NCSM)

The **National Council of Science Museums (NCSM)** operates under the **Ministry of Culture, Government of India**. Headquartered at **Bidhan Nagar, Kolkata**, it serves as an apex organization responsible for the planning, development, and management of science museums and centers across India. Through its initiatives, NCSM promotes scientific temper and awareness among citizens by blending education with innovation and interactive exhibits.

Key Objectives of NCSM

- Science Communication and Popularization**

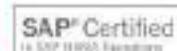
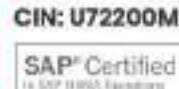
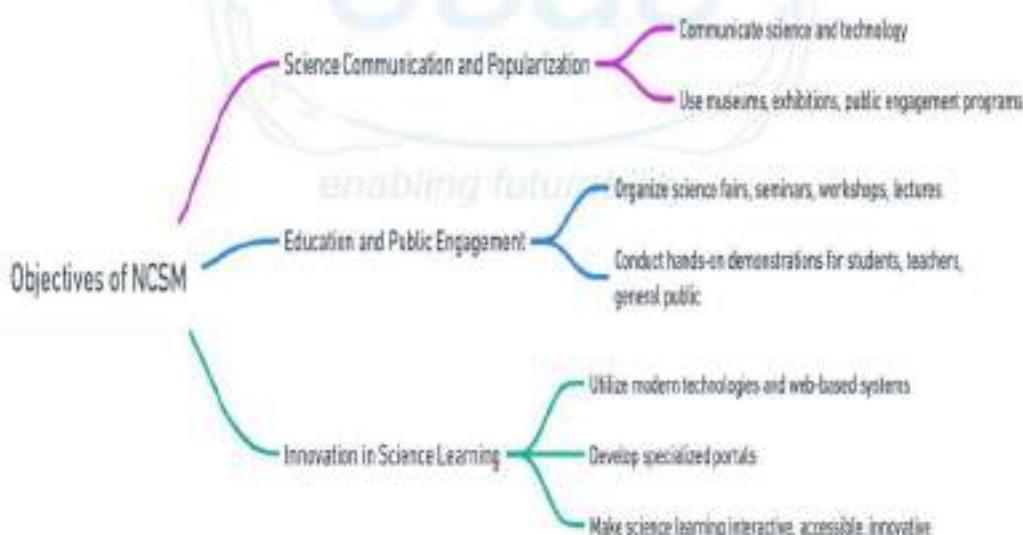
NCSM's core mission is to communicate and popularize science and technology through museums, exhibitions, and public engagement programs.

- Education and Public Engagement**

It organizes educational activities such as science fairs, seminars, workshops, lectures, and hands-on demonstrations for students, teachers, and the general public.

- Innovation in Science Learning**

Through modern technologies, web-based systems, and specialized portals, NCSM aims to make science learning more interactive, accessible, and innovative.





Project Brief

Introduction

ESDS will provide comprehensive IT consultancy services for SPoCS and MGA, including the design, development, implementation, and maintenance of an online portal with application, processing, and monitoring features for the National Council of Science Museums.

Objective of the project

1. Development of a New Digital Portal

The core objective is to **design, develop, implement, and maintain** a new **integrated web portal** for:

- **SPoCS (Scheme for Promotion of Culture of Science)**
- **MGS (Museum Grant Scheme)**

This portal will **digitize and streamline** all processes related to these schemes.

2. End-to-End Online Workflow

The portal aims to:

- Enable **online submission of applications** for SPoCS and MGS.
- Automate:
 - **Application processing**
 - **Evaluation and approval workflows**
 - **Grant monitoring and reporting.**

3. Transparency and Efficiency

- Provide **real-time dashboards** for applicants, administrators, reviewers, and decision-making committees.
- Ensure **automatic notifications** and tracking of applications at each stage.

4. Secure and Standards-Compliant Platform

- Comply with **GIGW 3.0** (Guidelines for Indian Government Websites).
- Obtain **STQC certification**, implement **SSL, security audits**, and vulnerability testing.
- Ensure **data integrity, cybersecurity, and 24x7 availability**.

5. Capacity Building & Accessibility

- Make the portal **user-friendly and accessible**, including for differently-abled users.
- Provide **training, manuals, and documentation** for stakeholders.
- Include **multi-factor authentication** and modern UI for all types of devices.

6. Long-Term Maintenance

- Maintain and support the portal for **1 year of warranty** and **4 additional years of Annual Maintenance Contract (AMC)**.



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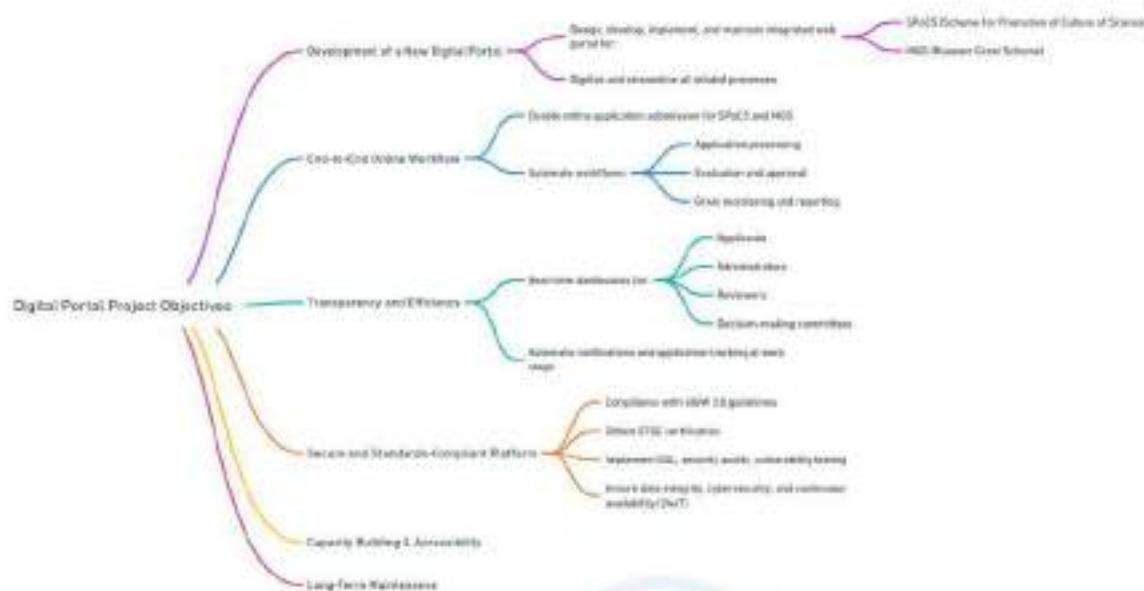




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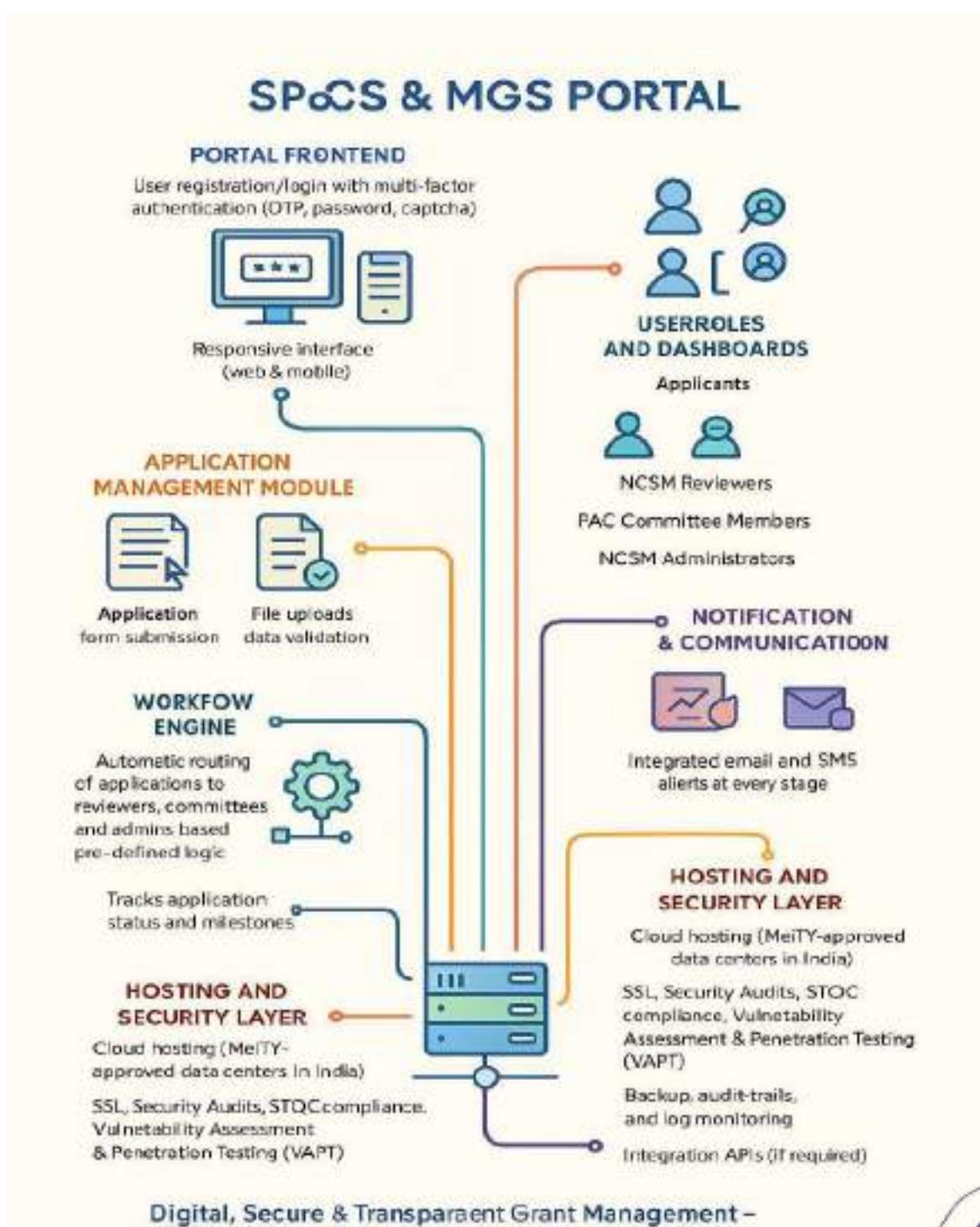


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General work Flow



Digital, Secure & Transparent Grant Management –

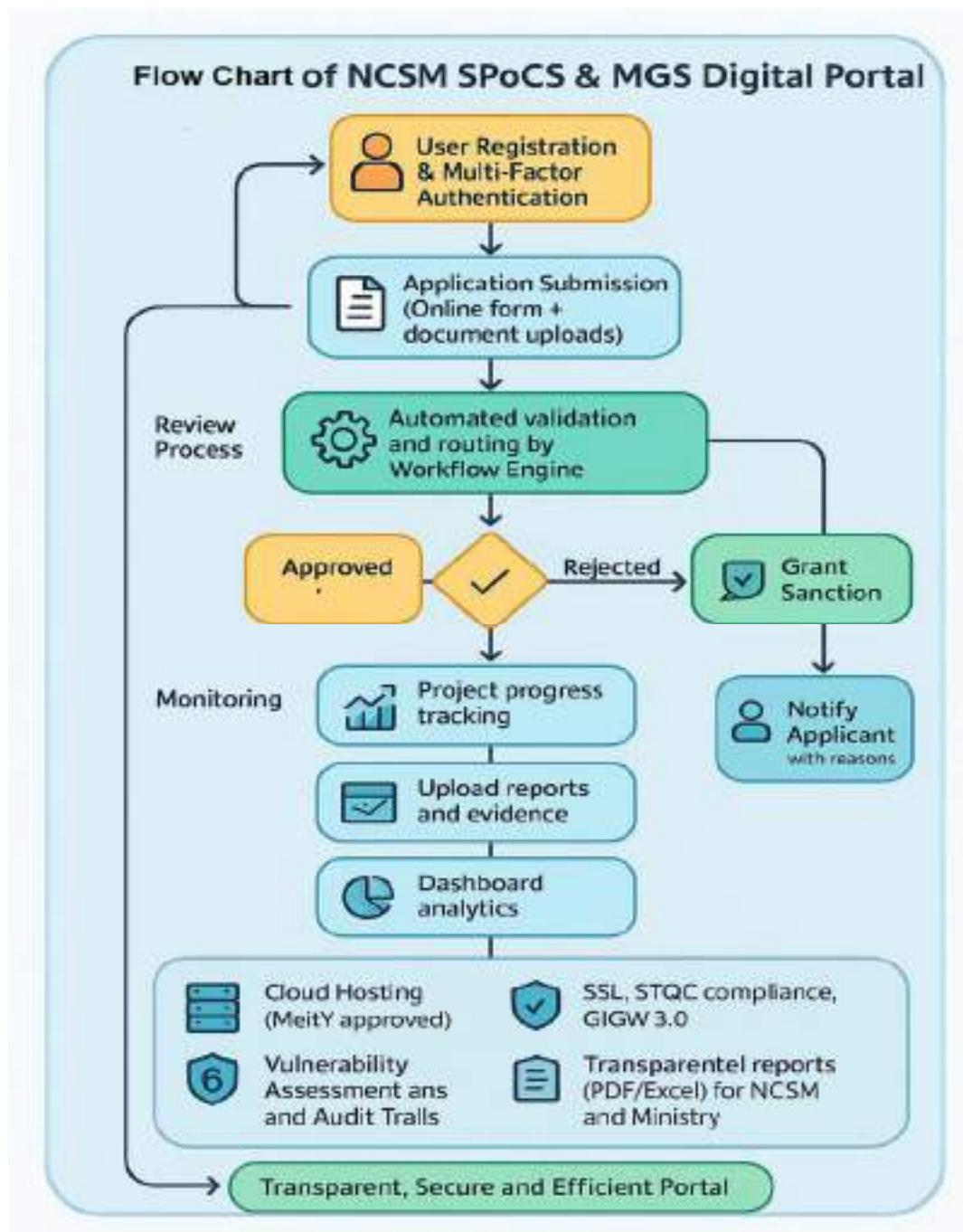


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Flowchart



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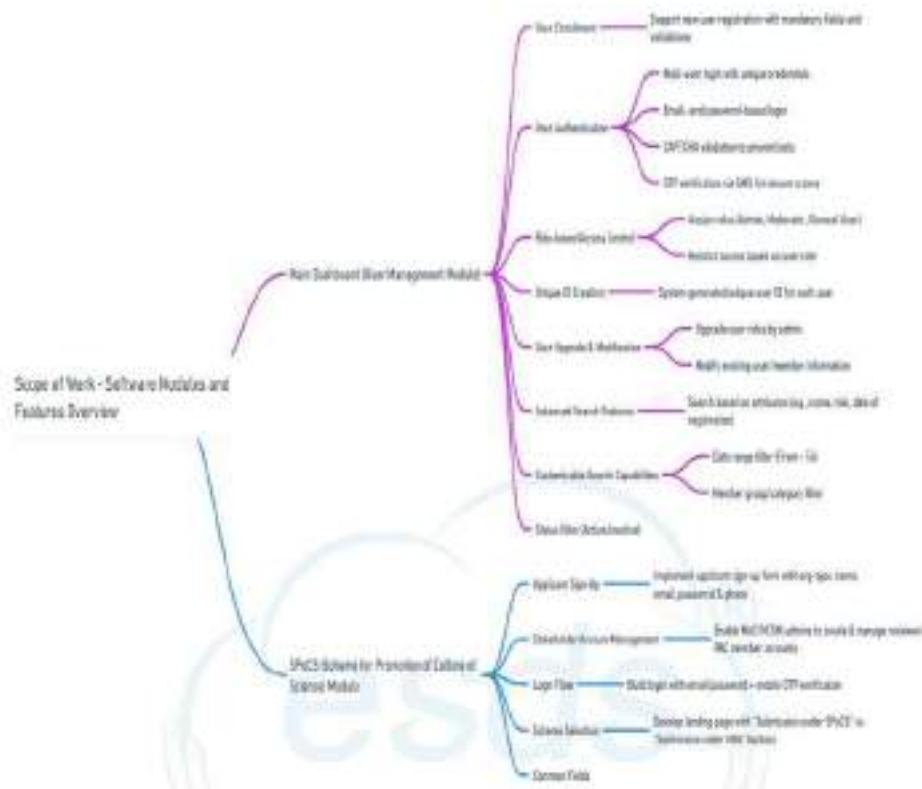
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NSI SECI
Software Quality
Assurance System





Understanding Scope of Work – (Requirement Understanding)



Sr.N o.	Module Name*	Sub Module *	Story Number*	Story title*
1	Main Dashboard(User Management Module)	User Enrollment	1.1	Support new user registration with mandatory fields and validations.
		User Authentication	1.2	Multi-user login with unique credentials
			1.3	Email- and password-based login
			1.4	CAPTCHA validation to prevent bots
			1.5	OTP verification via SMS for secure access
		Role-based Access Control	1.6	Assign roles (Admin, Moderator, General User)
			1.7	Restrict access based on user role



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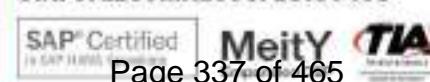


		Unique ID Creation	1.8	System-generated unique user ID for each user
		User Upgrade & Modification	1.9	Upgrade user roles by admin
			1.10	Modify existing user/member information
		Advanced Search Features	1.11	Search based on attributes (e.g., name, role, date of registration)
		Customizable Search Capabilities	1.12	Date range filter (From – To)
			1.13	Member group/category filter
			1.14	Status filter (Active/Inactive)
2	SPoCS (Scheme for Promotion of Culture of Science) Module	Applicant Sign-Up	2.1	Implement applicant sign-up form with org-type, name, email, password & phone
		Stakeholder Account Management	2.2	Enable MoC/NCSM admins to create & manage reviewer/PAC member accounts
		Login Flow	2.3	Build login with email/password + mobile OTP verification
		Scheme Selection	2.4	Develop landing page with "Submission under SPoCS" vs "Submission under MGS" buttons
		Common Fields	2.5	Capture org name/type, project location, type (new/modernize), region
		Population Criteria (New)	2.6	Validate population input against SPoCS rules
		Land-Area Criteria (New)	2.7	Validate land-area input against SPoCS range



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	Project-Cost Criteria (New)	2.8	Check proposed cost (capital+corpus) against scheme limits
	Funding-Pattern Criteria (New)	2.9	Enforce selection of Type A/B/C & display Gol vs State shares
	Relaxation Request (New)	2.10	Allow applicants to request relaxation for any criterion with reason
	Operation & Performance Criteria (Modernize)	2.11	Validate years of operation & satisfactory performance
	Footfall/Members Criteria (Modernize)	2.12	Capture last-three-years visitors' footfall & verify
	Revenue-Generation Criteria (Modernize)	2.13	Optionally collect year-wise revenue & check eligibility
	Recurring Expenditure	2.14	Display recurring cost items with agree/disagree dropdown
	Operation & Management	2.15	Fetch operation & management text dynamically and capture agreement
	Implementation – Construction Strategy	2.16	Show construction options (self/NCSM) and capture selection
	Implementation – Staff Recruitment	2.17	Capture recruitment plan and agreement
	Time Schedule	2.18	Present year-wise schedule and get confirmation
	Year-Wise Funds Allocation	2.19	Display capital & corpus fund allocation per year
	Pre-requisites & Clearances	2.20	List govt. clearances & MoC approval pre-reqs with agree/no options
	Profile Sheet	2.21	Store applicant & nodal-agency contacts, org details
	Mandatory Uploads	2.22	Enable upload of all self-attested PDFs



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				(MOA, audited accounts, etc.)
	Application Routing & Review	2.23	Orchestrate flow MoC Admin → NCSM Admin → reviewers → PAC	
	Instalment Release	2.24	Implement multi-stage grant release uploads (Instalment-1/2/3)	
	Physical Progress Reporting	2.25	Capture status updates & images per milestone	
	Financial Progress Reporting	2.26	Record fund received/utilized/uns pent & upload certificates	
	Challenge Identification	2.27	Log delays, cost escalations with supporting docs	
	Final Completion & Review	2.28	Capture final project sign-off & review details	
3	MGS (Museum Grant Scheme) Module	Development and Establishment of Museums at the regional, state and district level	3.1	Identify target regions & shortlist candidate sites
			3.2	Prepare grant application templates & budget estimates
			3.3	Oversee land acquisition, design & construction milestones
			3.4	Set up governance, curatorial staff & operations manuals
		Digitization of Museum Collections	3.5	Audit existing physical archives for digitization priority
			3.6	Define metadata standards & cataloguing schema
			3.7	Procure/commission high-res scanners & software
			3.8	Import, QA and publish digitized assets to portal



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		Capacity Building and Training of Museum Professionals	3.9	Assess current skill gaps across curators, conservators and registrars	
			3.10	Develop modular training curriculum (e.g., preservation, exhibit design)	
			3.11	Schedule & deliver workshops (onsite/online)	
			3.12	Evaluate impact & certify attendees	
4	Report Module	Interactive Reporting Dashboard	4.1	1. Provide on-screen summary of key metrics across all modules (User Management, SPoCS, MGS)	
			4.2	2. Include charts and tables with drill-down by module, date range, region or status	
		Report Filtering & Customization	4.3	1. Allow filtering by date range, module, stakeholder role, region, and status	
			4.4	2. Support saving and loading of custom filter presets	
			4.5	3. Enable ad-hoc query builder for bespoke reports	
		Report Export & Download	4.6	1. Offer download in PDF or Excel with corporate branding retained	
			4.7	2. Ensure large-dataset exports are paginated/streamed	
			4.8	3. Provide both single-view and bulk-export options	
		Role-Based Report Access & Scheduling	4.9	1. Enforce permissions so each stakeholder (Admin,	



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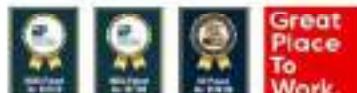
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				Reviewer, Applicant, Nodal Agency) only sees their data
			4.10	2. Allow users to schedule recurring report emails or alerts in PDF/Excel formats
5	Super-admin Dashboard	Role & Permission Management	5.1.1	Create/update/delete user roles - Super-admin can define roles (e.g. Admin, Moderator, Reviewer, Applicant) with a custom set of permissions. Changes take effect immediately and are audited.
		Global System Settings	5.1.2	Assign/revoke roles to any user - Super-admin can view all users and assign or revoke any role in a single workflow. Cannot revoke their own "Super-admin" role without confirmation.
			5.2.1	Configure portal parameters (e.g. file-upload limits, session timeouts) - Settings UI shows current values and allowed ranges. Changes are validated, saved, and logged. System uses new values on next user action.
			5.2.2	Enable/disable modules (User Mgmt, SPoCS, MGS, Reports) - Toggle switches for each module; turning off hides it from all non-super users.



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			Cannot disable Core Dashboard module.
	Notification & Communications	5.3.1	Manage email templates - CRUD interface for system-generated emails (e.g. signup, password reset). Preview & test-send capability.
		5.3.2	Manage SMS templates & gateways - Configure SMS provider credentials. Set thresholds for OTP length/expiry. Test delivery.
	Audit Trails & Logs	5.4.1	View system audit logs - Chronological log of all admin-level actions (with timestamp, actor, details). Filterable by date, user, action type.
		5.4.2	Export logs - Export selected logs to CSV or PDF with configurable date range.
	Security & Integration Settings	5.5.1	Configure multi-factor authentication methods - Enable/disable SMS-OTP, email-OTP, CAPTCHA defaults. Enforce per-role MFA policies.
		5.5.2	Manage API keys & external integrations - Generate, revoke API keys for third-party access. View usage statistics and set rate limits.
	Branding & Theming	5.6.1	Upload corporate logo, set color scheme



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27001-2013

ISO
9001
9001-2015
9001-2015
9001-2015
9001-2015





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			<ul style="list-style-type: none"> - Preview changes live. Roll back to previous theme.
		5.6.2	Customize login/landing page copy - Rich-text editor for banner headlines, footers. Support multi-language snippets.
	Maintenance & Support	5.7.1	Schedule system backups & data archival - Configure backup frequency (daily/weekly), retention policy. Trigger manual backup.
		5.7.2	Define escalation matrix & AMC settings - Upload/support 24×7 contact details. Enter warranty vs. AMC periods to drive alerts.

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ESDS Proposed Solution and Technology

To enhance the performance and security of the for SPoCS and MGA, including the design, development, implementation, and maintenance of an online portal with a application, processing, and monitoring features for the National Council of Science Museums.

ESDS recommends a comprehensive overhaul of the existing architecture. This includes migrating to a modern technology stack featuring .NET Core for backend development, React JS for a responsive frontend, and PostgreSQL as the database management system. Implementing a microservices architecture will facilitate better scalability and maintainability, while integrating robust security measures such as role-based access control (RBAC) and automated document verification will safeguard sensitive data. Additionally, establishing a centralized logging and monitoring system will ensure real-time visibility into application performance and security, enabling proactive issue resolution and continuous improvement.

[ESDS Project Implementation Plan: Web Portal](#) (all modules are accessible on desktop, tablet, and mobile browsers.)

Web Portal Modules

1. User Management Module

Purpose: Manage all users (applicants, NCSM officials, reviewers, PAC members).

Key Features:

- Multi-user login with **multi-factor authentication** (email/password + captcha + OTP).
- User role-based access control (Applicant, Reviewer, Admin, PAC).
- Unique ID creation for each user.
- User profile management (create, edit, modify).
- Advanced search and filtering (member details, groups, date range).
- Enrollment workflows and user activity tracking.

2. SPoCS Module (Scheme for Promotion of Culture of Science)

Purpose: Automate the entire SPoCS grant process.

Features:

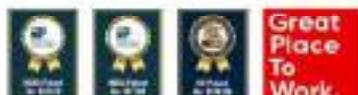
- Submission of applications as per SPoCS guidelines.
- Document uploads and secure storage.
- Application forwarding and multi-stage review.
- Provision for **switching to updated guidelines (Annexure E)** when introduced.

3. MGS Module (Museum Grant Scheme)

Purpose: Automate the MGS application and monitoring process.

Features:

- Similar to SPoCS module but with workflows based on **Annexure B and D**.



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- Logic segmentation for processing different types of applications.

4. Workflow and Approval Engine

- **Automated Routing:** Application is routed to appropriate reviewer/committee.
- Tracks application lifecycle (submission → review → approval → monitoring).
- Audit trail for every step.

5. Monitoring & Reporting Module

Purpose: Post-approval management.

Features:

- Tracking of grant utilization and progress reports.
- Dashboard for viewing milestones and compliance.
- Report generation (downloadable in **PDF and Excel**).
- Visualization of statistics and analytics.

6. Notification & Communication Module

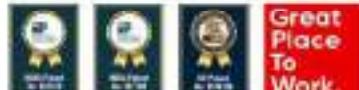
- Integrated **email and SMS** notifications at each stage:
 - Submission confirmation
 - Review status
 - Approval/rejection
 - Reminders for reporting deadlines

7. Admin & Super-Admin Dashboard

- Configuration of user roles, access, and content.
- Generate consolidated data and reports.
- Manage templates for notifications and communications.

8. Security & Compliance Layer

- GIGW 3.0 compliance.
- SSL certificates.
- Security audits (CERT-In empaneled agencies).
- STQC certification.
- Backup, audit trails, and log tracking.



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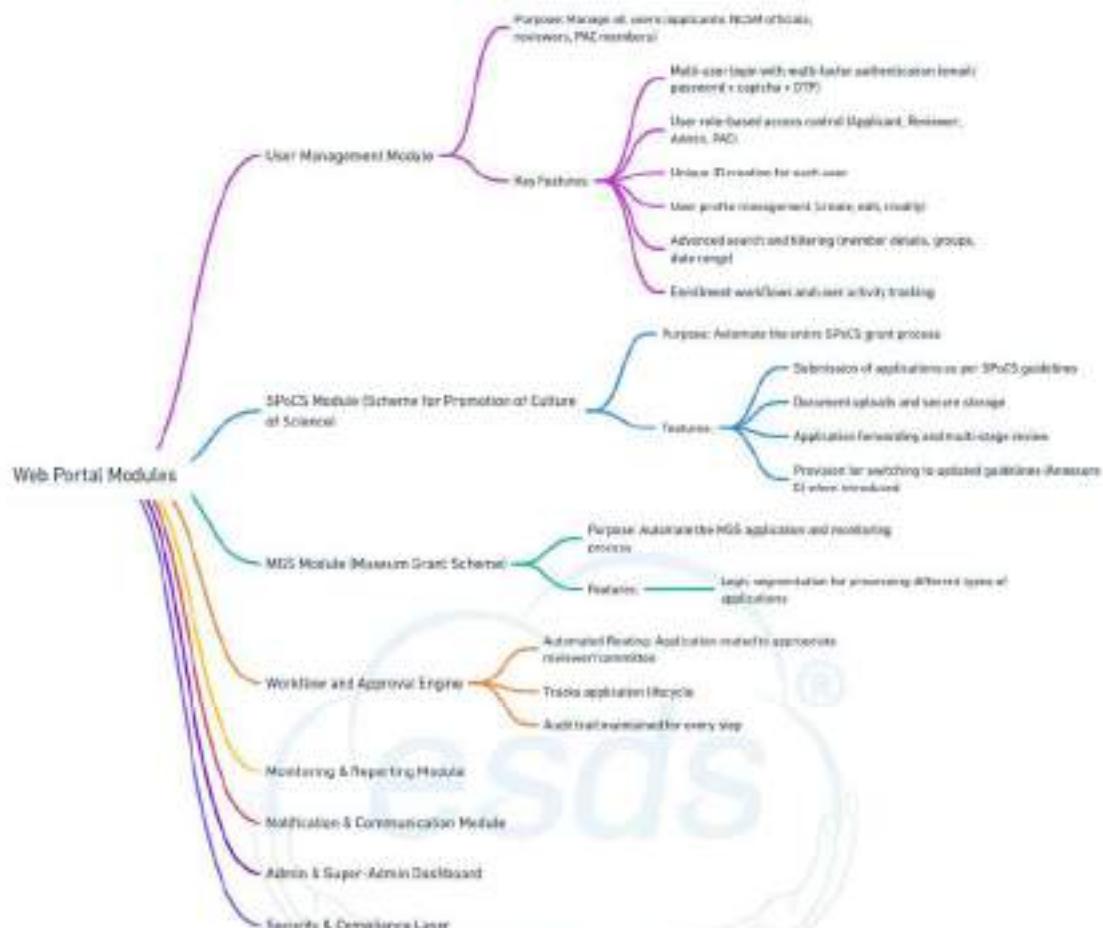




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Cloud Hosting Solution Proposed.

Proposed services for this project.

Hosting

- Hosting in MeitY empaneled and STQC certified Tier III/TIA942 compliant Data Center

Server, Storage & Backup

- Virtual instances/Containers for applications
- OS Storage
- Backup Solution at DC site.

Network Service

- Unmetered Internet Bandwidth
- Public IPs

Security Service

- vFirewall
- Waf 100 Mbps Throughput
- Antivirus
- SSL VPN
- PIM/PAM
- SIEM

Managed Services

- 24x7 Help desk service
- Infrastructure Management Services
- OS Hardening, Storage, Backup Service, Network & Security Service
- Monitoring of Infrastructure as per proposed Bill of Quantity



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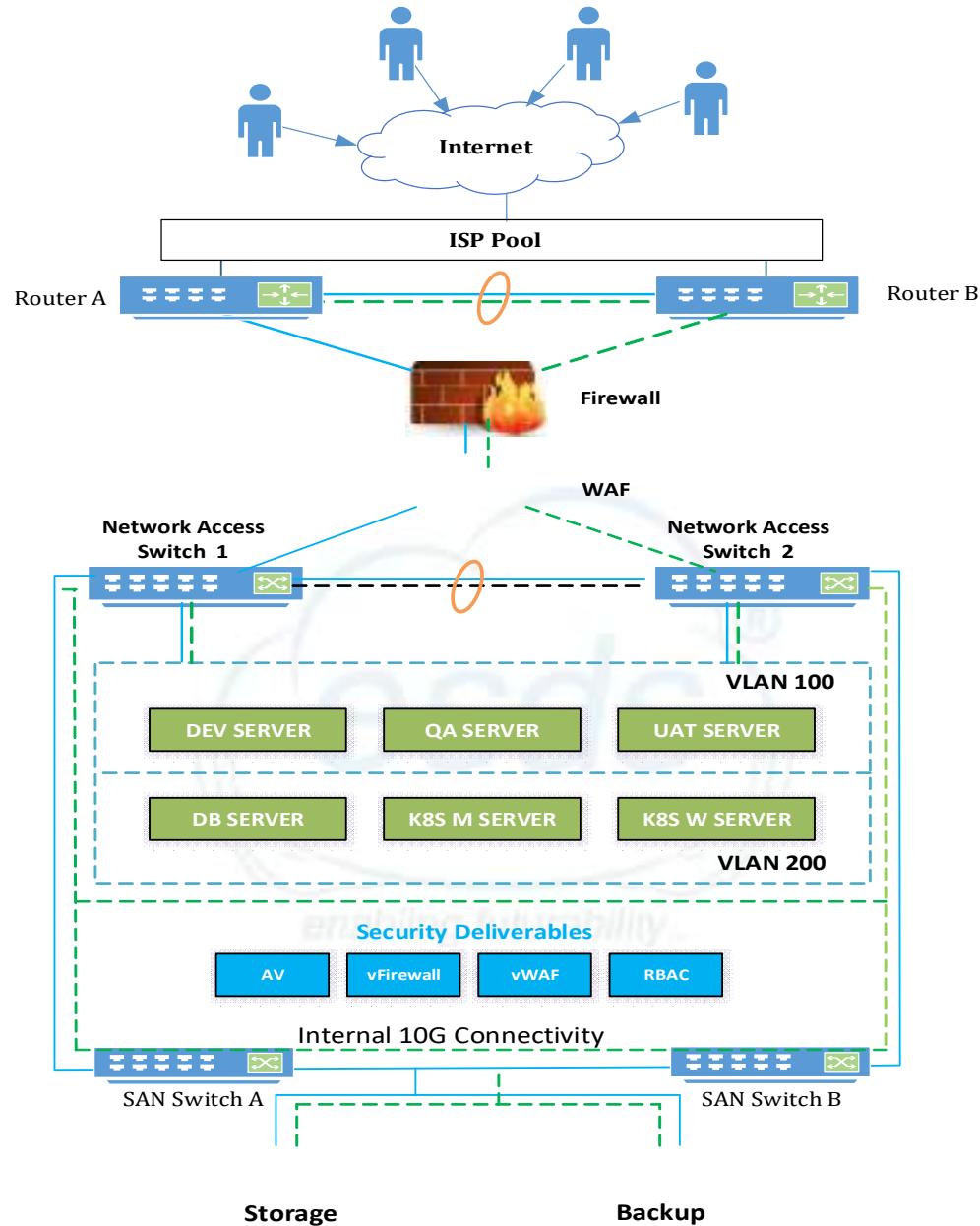
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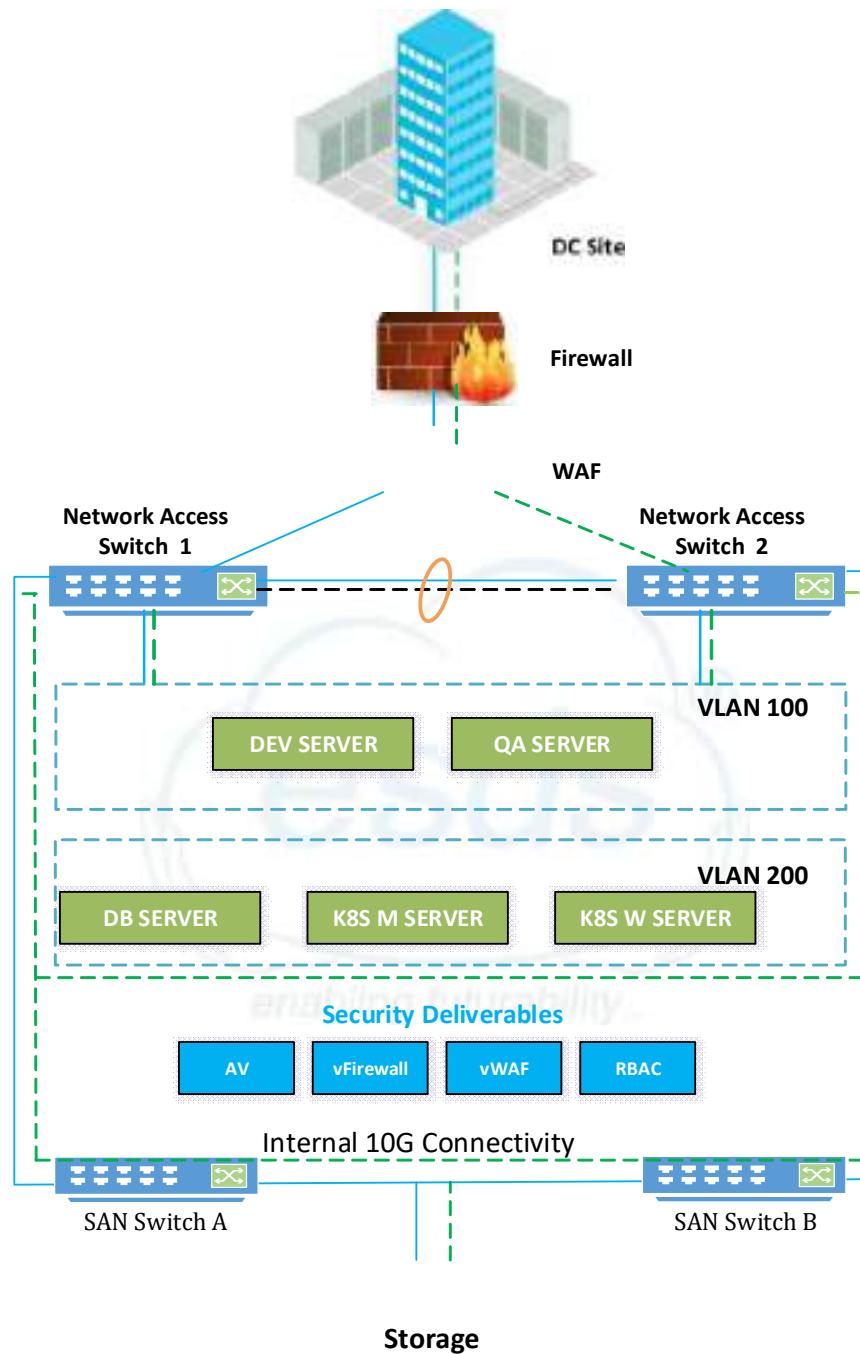
Solution Proposed:

Tentative proposed cloud infrastructure for DC site.





Tentative proposed cloud infrastructure for DR site.





➤ **Proposed Architecture Description:**

Above shown is a tentative Block Diagram (Subject to change as per actual architecture required by BL and partner/ SI).

The proposed solution consists of the following features; however, the same can be changed during the actual implementation phase:

The provided diagram represents a secure network and storage architecture with various components. Below is a point-wise explanation of the flow from start to end: -

Cloud Hosting Infrastructure Proposal (As per NCSM RFP Requirements)

In compliance with the RFP requirements issued by the National Council of Science Museums (NCSM), the following MEITY-approved cloud hosting solution is proposed for the SPoCS and MGS portal:

1. Hosting Infrastructure

- Hosting will be provisioned on ESDS's Tier III MEITY-empanelled Data Center, located within India.
- The proposed deployment will utilize ESDS's proprietary eNlight Cloud platform, ensuring auto-scaling, intelligent resource optimization, and on-demand provisioning.
- The infrastructure offers 99.5% uptime, backed by robust SLAs.
- Powered by enterprise-grade compute and storage hardware to support high concurrency, scalability, and resilience.
- All core network components—routers, firewalls, and switches—are configured in High Availability (HA) mode to eliminate single points of failure.

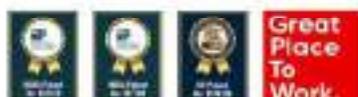
2. Network Segmentation & Security Zones

To ensure security and data isolation, the proposed environment will be logically segmented:

- De-Militarized Zone (DMZ):
Hosts public-facing components such as web servers. This zone is moderately secure and allows limited external access.
- Secured Zone:
Hosts backend servers including application logic and PostgreSQL Community Edition database servers. This zone is highly restricted and protected.

Each Virtual Machine (VM) will reside in its own dedicated VLAN, ensuring:

- Logical isolation between systems



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- Prevention of unauthorized east-west traffic
- Enhanced protection from malware propagation
- Secured inter-departmental communication

3. Storage Architecture

- All data is stored on enterprise-grade storage, configured with RAID-DP (Dual Parity) for redundancy and performance.
- Dedicated LUNs will be assigned to each server, with access control ensuring no cross-server or external access.
- Storage is isolated, high-speed, and accessible only from designated compute resources, adhering to best practices for data security.

4. Network Security

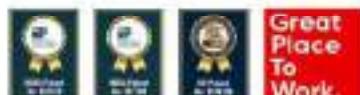
- A Virtual firewall is proposed to secure the network and enforce traffic filtering at all layers.
- Access control policies will be defined based on user roles and privilege levels.
- A Web Application Firewall (WAF) is included to:
 - Monitor and filter HTTP/HTTPS requests
 - Protect against common web attacks (OWASP Top 10)
 - Act as a security buffer between the internet and application servers

5. Backup & Retention

A robust, policy-driven backup solution is included to ensure business continuity:

- Daily Incremental Backups: Retained for 7 days
- Weekly Full Backups: Retained for 2 weeks
- Monthly Full Backups: Retained for 3 months
- Final Full Backup (BARly): Retained securely for 5/7 years for audit and compliance

Backups are stored on isolated storage with strict access control.



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6. Monitoring & Management

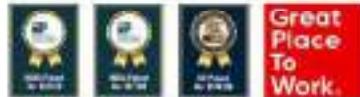
- 24x7 monitoring using eMagic, ESDS's proprietary monitoring and alerting tool.
- Tracks real-time metrics including CPU, memory, storage, network usage, and system health.
- Logs and alerts are generated automatically for proactive incident response.

7. Software Environment

- Operating System: Ubuntu LTS (stable long-term support version)
- Database: PostgreSQL Community Edition, installed and configured as per best practices
- Web & Application Stack: To be deployed based on project framework requirements (not specified in RFP)

8. Managed Services & Support

- 24x7 support available via phone, email, and live chat.
- Dedicated Account Manager as a Single Point of Contact (SPOC) for NCSM.
- OS management, patching, backup administration, network operations, and firewall rules are fully managed by the ESDS Support Team.



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Proposed Technology Stack (Technologies Adopted)



3rd party integration

SR.NO.	Integration	Dependencies	Impact
1	SMS	ESDS	<ul style="list-style-type: none"> Acts as a quick notification mechanism for sending alerts, reminders, and updates to Enumerators, Supervisors, and Stakeholders. Ensures real-time communication for field activities, task completion statuses, and important deadlines.
2	Mail	ESDS	<ul style="list-style-type: none"> Facilitates detailed communication, such as instructions, guidelines, and official correspondences. Supports sharing of reports, escalations, and attachments for formal record-keeping and decision-making.
3	BI Tools	ESDS	Support analytical insights, helping in the visualization and interpretation of collected data for decision-making.



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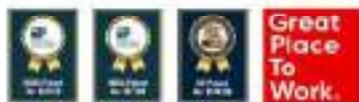
*Please Note this are the proposed designs & is subjected to change post detail requirement gathering along with mutual understanding with NATIONAL COUNCIL OF SCIENCE MUSEUMS

Proposed Designs

Web Portal Screens:

The collage consists of six screenshots arranged in two columns and three rows:

- Row 1:** A landing page titled "NCSM Grant Management Portal" showing statistics: 1,500+ members, 940+ grants, 120+ institutions, and 40+ countries.
- Row 2:** A section titled "Discover NCSM Network Across India" featuring a map of India with various museum locations marked.
- Row 3:** A section titled "Comprehensive Digital Grant Management" displaying four detailed grant management interface screens.
- Row 4:** A section titled "Grant Application Process" showing four circular icons representing different steps: "Step 1: Register", "Step 2: Apply", "Step 3: Review", and "Step 4: Approve".
- Row 5:** A dark-themed landing page with sections for "Our Mission & Vision", "Ready to Transform Scientific Research?", and a "Get Started" button.



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National Council of Science Museums - Government of India
National Council of Science Museums

Welcome, Super Admin

NCSM Grant Portal
Grant Management System
Super Administrator Dashboard

Dashboard

Welcome, Super Admin. Here's your grant management overview.

+ New Application View All Applications

Total Applications	Under Review	Approved	Rejected
12	3	7	2

Recent Applications

- Science Education Enhancement Project
- Interactive Learning Module Development
- Digital Preservation Setup

Application Status

Approved: 7
Under Review: 3
Rejected: 2

Monthly Trend

Jan Feb Mar Apr

Performance Overview

Overall grant application statistics

Success Rate: 78% Total Pending: 3 Applications

Avg. Processing Time: 21 days

Upcoming Deadlines

ESF Grant Application Deadline: 15 days remaining

NACE Review Meeting: Quarterly review of ongoing projects

May 15, 2024

NCSM Grant Portal
Powered by SAP® HANA

Discovering scientific research and education through interactive grant management.

In Digital India Join Our Network

Quick Links

- Dashboard
- Applications
- Analytics
- Help & Support
- Documentation

System Information

- Version: 1.0.0
- Last Updated: January 2024
- Environment: Production
- Support: Support@esds.co.in
- Helpdesk: +91 1234567890

System Status

System Status: All systems operational

Server Status: Application: 1247 CPU: 10% RAM: 50%

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Interactive grants management system and digital knowledge solution



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NCSM Grant Portal
Grant Management System
Super Administrator Dashboard

Analytics Dashboard

Key Metrics:

- Completed Applications: 20
- Pending Applications: 1
- Approved Applications: 21
- Rejected Applications: 3
- Total Amount: ₹100.1 Cr
- Avg Processing Time: 18 days

Application Status Distribution:

Geographic Application Trend:

Funding Allocation by Region:

Area-wise Performance:

Area	Target	Actual	Progress (%)
Area A	100	95	95%
Area B	120	110	92%
Area C	150	140	93%
Area D	180	170	94%
Area E	200	190	95%

Category-wise Analysis:

Category	Completed	Pending	Approved	Rejected	Total
Category 1	10	5	15	3	33
Category 2	12	6	18	4	40
Category 3	8	4	10	2	24
Category 4	15	7	20	5	47
Category 5	18	9	22	6	55

Overall Performance:

Parameter	Value
Success Rate	90%
Avg. Response Time	15 days
Completion Rate	85%
Rejection Rate	15%

System Status:

- System Status: Online
- Last Update: 1 day ago
- Processor: Intel i5
- Memory: 8GB
- OS: Windows 10 Pro

Footer:

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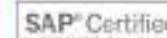
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The screenshot shows the NCSM Grant Portal's Super Administrator Dashboard. At the top, there are links for 'Ministry of Culture - Government of India' and 'National Council of Science Museums'. The main header features the 'NCSM Grant Portal' logo and 'Grant Management System'. On the right, there are buttons for 'Logout' and 'Welcome, Super Admin'. The left sidebar has navigation links for 'Super Admin', 'Dashboard', 'Applications', 'Form Builder', 'Analytics', 'Stakeholders', 'Audit Log' (which is selected), 'Profile', and 'Settings'. The main content area has two sections: 'Audit Logs' (with metrics like Total Events: 2,847, Security Events: 12, Failed Logins: 45, System Changes: 23) and 'System Activity Log' (a table showing log entries from various users and actions). The footer contains 'NCSM Grant Portal' branding, 'Quick Links' (Dashboard, Applications, Analytics, Help & Support, Documentation), 'System Information' (Version: 1.1.0, Last Updated: 06/09/2023, Environment: Production, Support: Support@ncsm.gov.in, Helpdesk: +91 11 2023 4200), and a 'System Status' box with 'Active Users: 124', 'Applications: 842', and 'System Health: 99.9%'. The footer also includes a 'Powered by ESDS Software Solutions Private Limited' logo.



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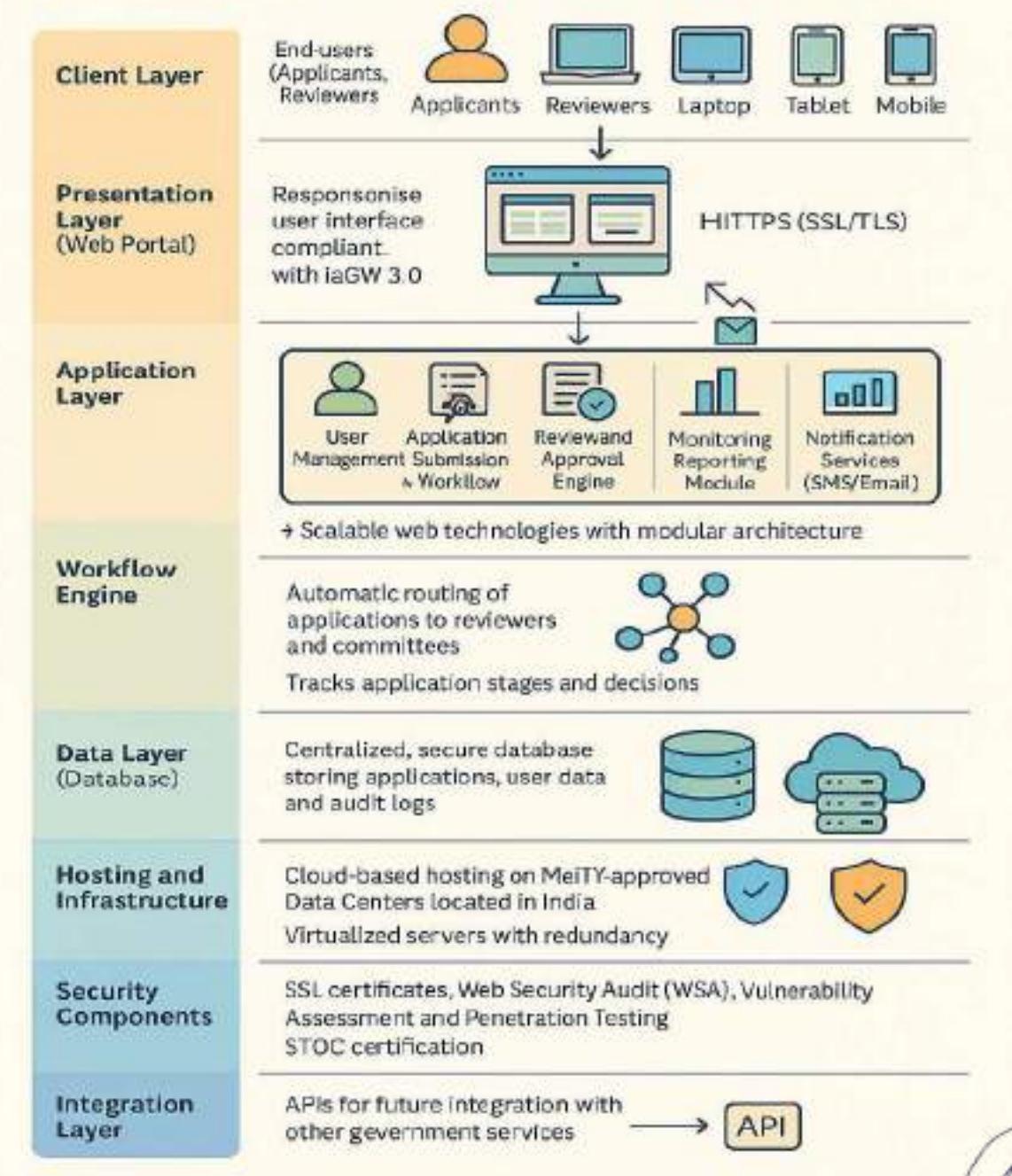


A circular logo for Software Solution Limited Nashik. The outer ring contains the text "SOFTWARE SOLUTION LIMITED" at the top and "NASHIK" at the bottom. The inner circle features a yellow and blue geometric design.



Proposed Application Architecture

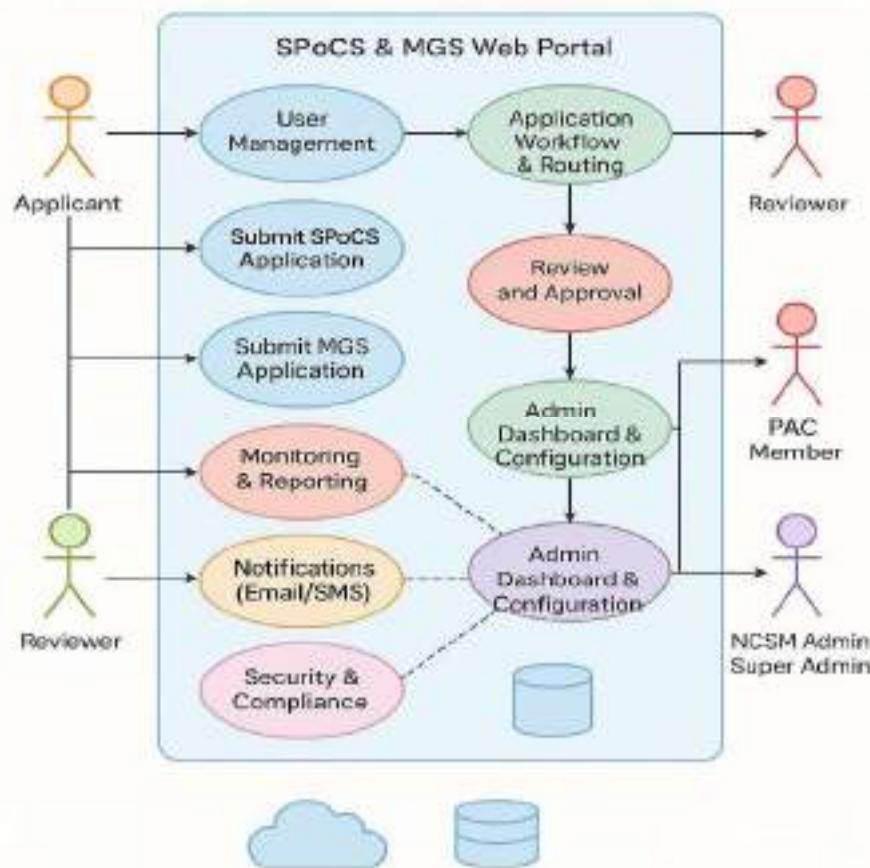
NCSM SPoCS & MGS Portal – System Architecture





Actor Interaction – NCSM - SPoCS & MGS Portal

Actor Interaction – NCSM SPoCS & MGS Portal



Actor Interaction – NCSM SPoCS & MGS Portal



Project Approach

Project Approach – NCSM SPoCS & MGS Portal



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Innovative Ideas & Suggestions (Emerging Technologies)

1. AI-Powered Application Screening

- **What:** Use machine learning models to analyze submitted applications for completeness, keyword relevance, and categorization.
- **Benefit:** Reduces manual effort and speeds up the initial shortlisting process.

2. AI Chatbot / Virtual Assistant

- **What:** Integrate a **multilingual chatbot** to assist applicants in filling forms, checking application status, and answering FAQs.
- **Benefit:** Enhances user experience and reduces helpdesk workload.

3. Predictive Analytics & Dashboards

- **What:** Use **data analytics and visualization** tools (Power BI/Tableau or built-in dashboards) for:
 - Grant distribution patterns
 - Region-wise trends
 - Predictive models for future fund allocation
- **Benefit:** Enables data-driven decision-making.

4. Blockchain-Based Audit Trail

- **What:** Store key workflow actions (submission, review, approval) on a **tamper-proof blockchain ledger**.
- **Benefit:** Ensures **data integrity and transparent, non-repudiable records**.

5. Geo-Tagging & Visualization

- **What:** Allow applicants to **geo-tag projects** and present them on an **interactive map**.
- **Benefit:** Helps the Ministry and NCSM visualize the geographic distribution of funded initiatives.

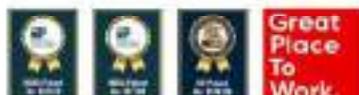
6. Voice-to-Text for Accessibility

- **What:** Add voice input features (Hindi, English, regional languages) for application filling.
- **Benefit:** Makes the portal accessible to those with limited typing skills.

7. Microservices and Cloud-Native Architecture

- **What:** Implement the system as **microservices** deployed on a **MeitY-approved cloud**.
- **Benefit:** Scalable, modular, and easy to maintain.

*Note – Incorporating additional features will have additional commercial impact



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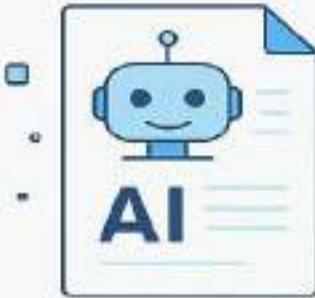




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AI-Powered Screening



Virtual Chatbot



Predictive Dashboards



Blockchain Audit



Geo-tagging Map



Cloud & Microservices



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Proposed Timeline

Milestone / Deliverables	M1				M2				M3			M4				M5					
	Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Requirement Study and Documentation																					
SRS Preparation & Design Approval		1	2																		
Development of the portal				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
UAT from User department																					
Security Audit & SSL + Go-live																	1	2			
Deployment at Server at Go-Live																		1	2		
Accessibility Audit and obtaining clearance Certificate by DEPwD empaneled accessibility auditor																		1	2		
STQC Certification (Website)																		1	2		
Activities																					
AMC of Portal: after Warranty Period of one Year is Over i.e. Go Live Date of Website																					



*Please Note this is a proposed work plan & is subjected to change post detail requirement gathering along with mutual understanding with NATIONAL COUNCIL OF SCIENCE MUSEUMS



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Data Migration Plan

1. Data migration is a critical process that involves transferring data from one system to another. It is essential to follow a structured approach to ensure a smooth and accurate transition. Here are the important steps of our standard data migration process:

- Identify any data cleansing or transformation requirements.

2. Data Mapping:

- Create a mapping document that outlines the relationships between source and target data.
- Ensure that all data elements are accounted for and correctly aligned in the mapping.

3. Data Extraction:

- Extract data from the source systems using appropriate tools and methods.
- Validate the extracted data to ensure accuracy and completeness.

4. Data Transformation:

- Apply necessary transformations to the data based on the mapping document.
- Normalize, clean, and format the data to meet the requirements of the target system.

5. Data Loading:

- Load the transformed data into the target system.
- Monitor and validate the loading process to identify any errors or inconsistencies.

6. Data Verification and Validation:

- Verify that the data in the target system matches the expectations outlined in the mapping document.
- Conduct thorough data validation to ensure accuracy, completeness, and consistency.

7. Testing:

- Perform comprehensive testing to validate the functionality and performance of the target system.
- Conduct both unit testing and system testing to identify and address any issues.

8. Training and Documentation:

- Provide training to end-users and stakeholders on the new system and data.



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- Document the migration process, including any changes made to the data and system configurations.

9. Go-Live and Monitoring:

- Execute the final migration to the production environment.
- Monitor the system closely after migration to address any post-migration issues promptly.

10. Post-Migration Review:

- Conduct a post-migration review to assess the success of the migration.
- Gather feedback from users and stakeholders to identify areas for improvement.

11. Finalize and Decommission:

- Complete any remaining tasks, such as decommissioning old systems or finalizing documentation.
- Ensure that all stakeholders are aware of the completion of the migration process.





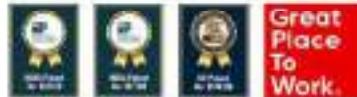
Proposed Team Composition

S.No	Key personnel / support staff	Name and short biodata to be given by the bidder including Qualification/ CTC/ Experience/Expertise
(a)	Project Manager	Ajaya Parida
(b)	Team Leader	Shibasrit Pradhan
(c)	Web developer/ Programmer	Pallavi Dhamane
(d)	Website Designer	Shubham Kashmire
(e)	Server System Analyst	Bhagwan Sahane
(f)	Database Administrator	Pravin Sonawane
(g)	Testing Engineers	Swapnil Bhusal
(h)	Supportive manpower	Sachin Shewale (Sr.Developer)
(i)	Other manpower	Mayuri Adsure (UI&UX Designer) Keshav Bhandare (Senior Business Analyst)

Approach & Methodology

Project would be implemented using Agile Software Development Life Cycle. The Agile SDLC is a combination of iterative and incremental process models which breaks the product/project into small incremental builds and these builds are provided in iterations.

Each build is incremental in terms of features; the final build holds all the features required by the customer. Each iteration typically lasts from about one to three weeks. Every iteration involves cross functional teams working simultaneously on various areas like – Planning, Requirements Analysis, Design, Coding, Unit Testing, Acceptance Testing.



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At the end of the iteration, a working product is displayed to the customer and important stakeholders. Agile focuses on process adaptability and rapid delivery of working software product. A typical iteration process flow can be visualized as follows:

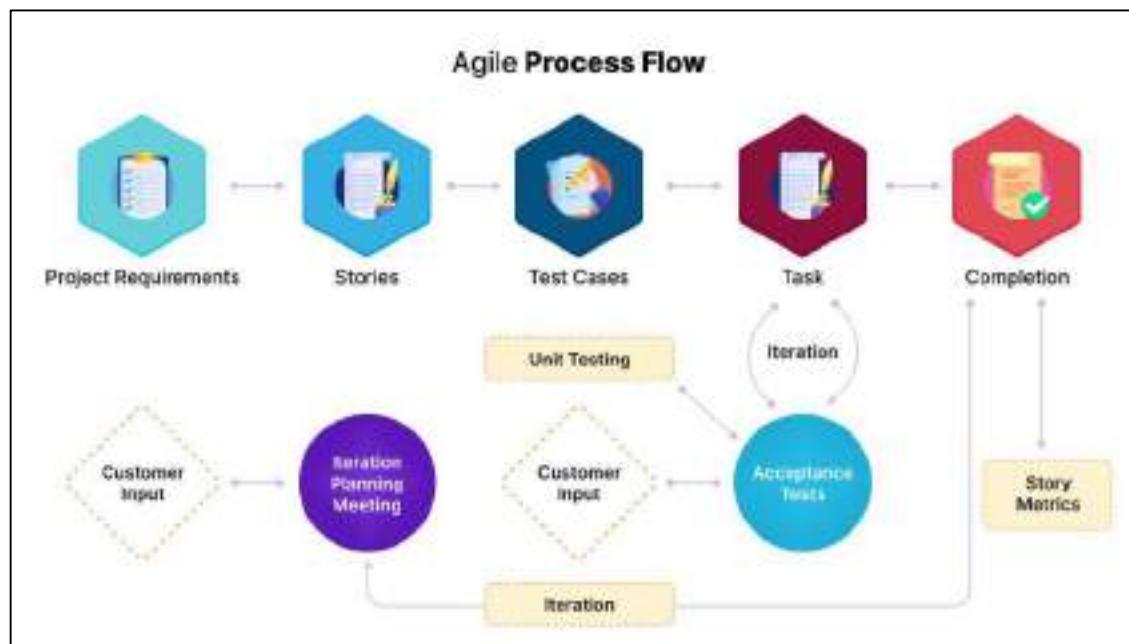
Requirements: Define the requirements for the iteration based on the product backlog, sprint backlog, customer and stakeholder feedback

Development: Design and develop software based on defined requirements

Testing: QA (Quality Assurance) testing, internal and external training, documentation development

Delivery: Integrate and deliver the working iteration into production

Feedback: Accept customer and stakeholder feedback and work it into the requirements of the next iteration





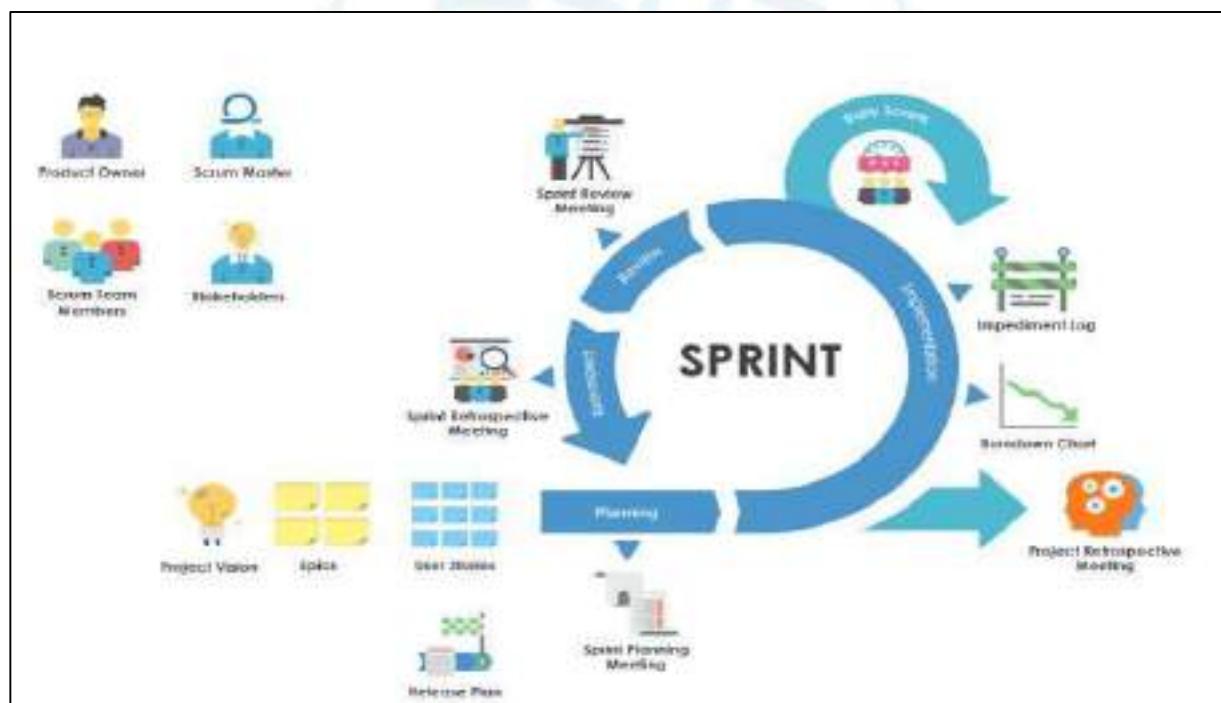
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The Agile approach embraces the constant changes that occur in the development of technology – allowing teams to break the lengthy requirements, build, and test phases down into smaller segments, ultimately delivering working software quickly and more frequently



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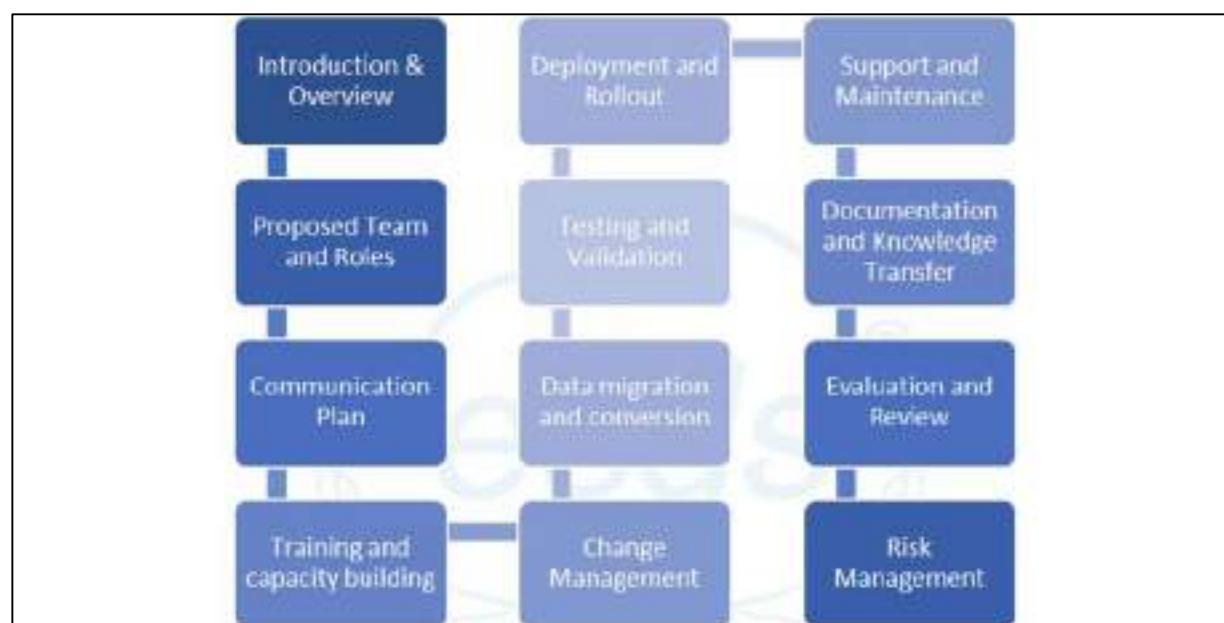
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Project Governance

A management & governance activity is a critical document that outlines the strategy for moving a project from one phase to another, ensuring a seamless progression. It details the objectives, responsibilities, and timeline for each phase of the project, facilitating a smooth handover between teams and ensuring that project goals are met. Additionally, the plan includes risk assessment and mitigation strategies, resource allocation, and clear communication channels to ensure that the project's transition is well-managed and successful



Probable Solutions & Challenges

Challenges:

These challenges highlight the need for careful planning, thorough testing, and robust support mechanisms to ensure successful project implementation.

- Complex Data Collection and Validation Requirements:** With data collection using handheld devices across diverse geographic regions and populations, maintaining data quality, consistency, and completeness could be challenging. Incorporating in-built validation checks within the data collection application, as well as enabling real-time data validation by supervisors, may require sophisticated design and robust testing.
- High Load Management and Scalability:** The requirement to handle a vast amount of data (approximately 30 crores households and 10 crores shops) while supporting peak loads during data collection and upload could be demanding. Ensuring the system's scalability to handle this load effectively, especially during simultaneous usage by a large number of enumerators, poses a significant technical challenge.



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- Multi-language and Offline Capability:** The need for the application to support multiple languages (English, Hindi, and major regional languages) and work offline adds complexity to development. Creating a multilingual interface with smooth transitions and storing data locally for offline use while maintaining data integrity for later uploads will be critical.
- Security and Data Privacy Compliance:** Given the sensitive nature of the data, ensuring that the system complies with relevant data protection laws and has robust security features (like role-based access, data encryption, secure data storage) to prevent unauthorized access or breaches is a significant challenge.
- Training and Support for Large-Scale Field Deployment:** Providing comprehensive training and ongoing support to a large team of enumerators and supervisors distributed nationwide is essential. Developing accessible training materials and establishing a responsive helpdesk system will be necessary to address technical issues and support effective data collection.

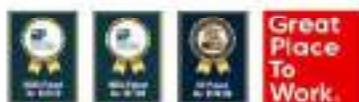
Probable Solutions

Complex Data Collection and Validation Requirements

- Solution: Implement a tiered data validation system within the mobile application and at the backend to ensure data quality at different stages:
- In-Built Validation: Integrate real-time validation rules directly in the data collection app to catch errors at the source (e.g., mandatory fields, field validation for formats like dates or numeric ranges).
- Supervisor-Level Review: Allow supervisors to review and approve data in a dedicated dashboard before it's stored in the central system.
- Automated Backend Validation: Use backend validation and anomaly detection algorithms to flag potential inconsistencies, which supervisors can then review.
- Training for Enumerators: Provide specific training on data quality practices for enumerators, ensuring they understand the validation checks and how to avoid common data entry issues.

High Load Management and Scalability

- Solution: Design a robust, scalable system architecture that can handle high data volumes and support concurrent users.
- Cloud-Based Infrastructure: Use a cloud service that can dynamically scale resources based on real-time load, reducing the risk of downtime or lag during peak periods.
- Load Balancers: Deploy load balancers to manage traffic effectively, distributing requests across servers to prevent bottlenecks.
- Efficient Data Compression and Upload Techniques: Compress data before transmission and optimize upload procedures (e.g., batch uploads during off-peak times).\\



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- Stress Testing: Conduct extensive stress testing under simulated peak conditions to identify and address any performance bottlenecks prior to launch.

Multi-Language and Offline Capability

- Solution: Implement a multilingual and offline-first application architecture with the following approaches:
- Localized Language Support: Build the app with language files for each supported language, allowing easy switching and maintaining language consistency throughout the app.
- Offline Data Storage and Sync Mechanism: Use local databases on devices (such as SQLite) to store data collected offline, with automated sync capabilities to upload data when connectivity is available. Implement conflict resolution logic for scenarios where updates are made offline by multiple users.
- User Interface Testing: Test the interface in each language to ensure that translations fit well within the app layout and are user-friendly.

Security and Data Privacy Compliance

- Solution: Strengthen the system's security and ensure it adheres to data privacy regulations:
- Role-Based Access Control (RBAC): Implement RBAC so that users only access data and functions relevant to their role (e.g., enumerators, supervisors).
- Data Encryption: Encrypt sensitive data both in transit (using HTTPS/SSL) and at rest. Use industry-standard encryption methods to safeguard data.
- Regular Security Audits: Conduct security audits and penetration testing regularly to identify and address vulnerabilities.
- Data Privacy Compliance: Develop clear data privacy policies and ensure that the app complies with relevant data protection laws, providing users with transparency on data collection, storage, and usage.

Training and Support for Large-Scale Field Deployment

- Solution: Provide comprehensive training and establish a robust support framework for field personnel:
- Structured Training Program: Develop and deliver a structured training program with interactive modules, including video tutorials, self-paced courses, and instructor-led sessions.
- On-the-Go Resources: Create accessible resources like FAQs, quick-start guides, and troubleshooting videos to support users in the field.



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- Helpdesk and E-Ticketing System: Set up a dedicated helpdesk with an e-ticketing system to provide timely technical support. Assign specific support personnel to high-traffic regions for rapid assistance.
- Feedback Mechanism: Implement a feedback loop where field users can report issues and suggest improvements, allowing continuous refinement of the app and training materials

Project Risk and Mitigation Plan

Risks	Mitigation Plan
Knowledge Transfer & Retention	Rich Intranet with Technology Practice Information, Knowledge Management at Practice Level, Email Groups for Practices with auto-posting to Forums on intranets, Robust Project Management Practices, Documentation at Project Level, Periodic Presentations via TechBuzz Sessions and Practice Meets.
Attrition Risk	Larger team size, planned bench strength to ensure better availability, Allocation rotation and provision of backup resources.
Continuity of Business	Established Business Continuity Plan, Redundant site in India, Skilled Infrastructure Team, well defined processes for backup/recovery and business continuity management.
Intellectual Property Protection	Extensive risk management as a part of Information Security Policy, NDA for all employees
Quality of Output	Extensive Quality Management System/Processes including: <ul style="list-style-type: none"> • Standard process descriptions, templates, guidelines • Compliance Management via Internal Audits, Reviews and Testing • Standard Metrics and reporting via Project Management Tool Defined Project Planning, Integration and Control Processes
Data Migration	We need to have all the details out the size and nature of the data to be migrated during requirement phase. Based on it, we will define migration strategy and implement during project execution.

Training Methodology and plan time frame

An important aspect of any large-scale billing implementation would be developing and enhancing capacity of client staff in the use and management of the technology and its applications. Thus, training will be an integral part of the overall implementation with considerable time and effort investment by ESDS. ESDS follows a unique training framework capturing all aspects of the training ranging from trainee identification to training room requirements.



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Training program shall be conducted for the successful implementation of the project and its continuous operations. The program is composed of a schedule of activities with the training goals, learning objective, trainer, trainees, method of assessment and location. We shall organize the training program to address the execution of this project requirements and utility requirements while also helping the change management of operational activities.

Training Scope

Training Framework

The components of our training framework ensure that all the aspects required to successfully implement the project are adequately addressed



Training Material

The training documentation shall be comprehensive with screen-shots within the documentation to ensure that even off-line training sessions are easy to understand. The document shall be in coloured copies in English as per the RFP requirement and electronic copies of the complete training material shall be provided to the respective user.

The documentation shall be designed to fit the specific needs of the trainee group based on the results of the training needs analysis. The documentation shall be available with differing complexity to fit the understanding of the trainees and their language requirements.

All of the training documentation, notes circulated during the classroom training and any other responses to the queries raised by the trainees in the classroom shall be put online and could be accessed by the rest of the utility staff and all users to ensure that knowledge passed through all modes of training will be available to the rest of the trainee groups and for those accessing the training documentation online.



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A support forum shall also be made available so that all employees can discuss and share information which might provide them more understanding of the solution. This forum shall be continuously monitored to provide query-specific help required by the customer.

Training Staff

Trainers

An eminent panel of experienced trainers having proficiency in utility processes, systems deployed shall be provided to conduct the various training courses/events. The training team's Organization Structure shall be prepared with clearly defined roles & responsibilities. Key members of the training comprise of:



Proposed Training Team

Role	Responsibility
Training In-charge	<ul style="list-style-type: none"> 1. Administration and management of the comprehensive training programme(s) for this project 2. Overseeing the delivery of the training plan and schedule as per this project requirement 3. Monitoring and inspection of all training activity 4. Selection of Trainers
Training Coordinator	<ul style="list-style-type: none"> 1. Smooth and effective functioning of training modules (RMS, BI, Mobile App and other solutions) and activities of this projects 2. Assistance in training planning and facilitating the training program 3. Assistance in creation of training materials 4. Securing and managing training locations, including event space and lodging. 5. Communicate with the utility person for training requirement 6. Assistance in training evaluation and certification procedure 7. Providing on site staffing logistics management and support staffing at training events



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Role	Responsibility
	8. Summarizing training evaluation reports for trainings and providing outcomes to training director
Faculty Members	1. Training Course delivery of high standard with little direct supervision from the training director and coordinator 2. Assistance for preparation of training material. 3. Development of training evaluation procedures. 4. Take feedback from the trainees for more improvement in training procedure 5. Arrangement of all training tools as per project requirement

We will start the preparation of the training activities during the pilot phase to ensure timely closure of the trainings in the rollout phases.

Pre-roll out training related activities during the pilot phase:

Sensitization workshops

Collecting the information of the user profiles recommended by CUSTOMER to train on the software proposed etc.

Intimating the utility for the prerequisites of training execution (Place of the training, Capacity of the training room, furniture, projector with screen, etc.,)

The training plan is designed in a phased manner to cater to all the end users and train and acquaint them to the new processes.

It will help in understand how effectively users can use IT to facilitate delivery of their work in the shortest time possible. The process training will detail out the steps of the process along with the roles and responsibilities to the concerned end users and acquaint them with the revised processes.

The training plan detailed here is indicative and will be modified and finalized in accordance to the mutually agreed plan of Client and ESDS.

Includes:

- Hands-on operational training
- System management
- Workflow management
- Use of dashboards and reports

Delivery of manuals and documentation



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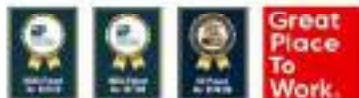


Operation & Maintenance Road Map

- Issues raised shall be considered part of the completed deliverable/s of that phase, and hence shall be covered for bug fixes under the warranty for that phase.
- Any Change request will be out of scope from the warranty/ AMC terms and will be charged accordingly with mutual discussion with NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM).
- Bugs related to customization/code developed by ESDS will be resolved under Warranty Support.
- Periodic Code Audit and bug fixes if any as per mutual agreement between NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM)and ESDS
- Periodic Database Review and bug fixes if any as per mutual agreement between NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM)and ESDS
- Upgradation of plugins, libraries, an add-on to latest versions available
- Minor Application / Database changes which require maximum 4 to 5 hrs. of efforts
- Periodic Web application scanning using vTMScan which identifies Malware, Threats, and Vulnerabilities If required.
- Support Help Desk email ID will be provided by ESDS in case of raising any functional issues by NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM)

Clear and unambiguous narration of exit

- An exit management plan is a crucial component of project or organizational planning that outlines the steps and procedures to be followed when concluding or terminating a project, contract, or business venture. It encompasses various aspects such as the transfer of responsibilities, asset disposition, contract closure, and stakeholder communication. The goal of an exit management plan is to ensure a well-structured and efficient conclusion, minimizing disruptions and risks while safeguarding the interests of all parties involved. This plan typically includes a timeline, budget considerations, and a detailed checklist to guide the process of gracefully exiting a project or business endeavor.



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Project Handover

- **Project Implementation Plan:**

Submission of the **Project Inception Report** detailing the implementation strategy.

- **System Requirements Specification (SRS):**

Comprehensive documentation of system requirements, including the technologies and platforms used. National Council of Science Museums (NCSM) used.

- **API Documentation:**

Detailed API documentation as and when required, to ensure seamless integration with other systems.

- **Design and Architecture Documents:**

- **High-Level Design (HLD):** Including application architecture and component design.

- **Low-Level Design (LLD):** Including:

Application component deployment views.

Control flows and application logic.

- **Database Design Documents:**

Entity-Relationship (ER) diagrams and data modeling.

- **Source Code:**

Latest version of the source code with proper version control and comments.

- **Testing and Acceptance Plans:**

Development and submission of **User Acceptance Test (UAT)** plans and formats.

UAT reports with approvals for milestones.

- **Operational and Maintenance Manuals:**

Comprehensive system administration and operational manuals.

- **Training Materials:**

Screen-wise and process flow-wise **user manuals** for applications.

Training videos, FAQs, and other materials, provided in English, Hindi, and major regional languages.

- **Data and Reporting Setup:**

Query-based tabulation and dissemination modules.

Reports as per approved tabular formats, customizable to user needs.

This structured handover ensures that all aspects of system implementation, operation, and maintenance are clearly documented and transitioned effectively.

Timeline for Handover

The entire project spans from the effective contract date. Key milestones include:

- Initial system development and field testing within **5 months**



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PCI DSS

AICPA
SOC

ISO
9001:2015
9001:2008
2000
14001:2015
14001:2004
45001:2018
45001:2008





Key Stakeholders

- 1) Applicants / Beneficiaries
- 2) NCSM Reviewers / Officials
- 3) PAC Members (Project Approval Committee)
- 4) NCSM Admin / Super Admin
- 5) Ministry of Culture (Government of India)
- 6) Selected Vendor / Implementation Agency



Assumption & Dependencies

- NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM)Team shall provide a dedicated Project Head and Solution Architect for this project who will do coordination with ESDS team of developers.
- NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM)Team shall provide necessary details to ESDS team.
- NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM)Team shall be responsible for providing the Third-party APIs required for Integration of external system.
- NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM)Team shall be responsible for coordinating and providing APIs from existing implementing ESDS software for the given data sources.
- NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM)will need to provide ESDS, with the templates in order to get the approval on the same
- ESDS shall not be liable for providing any source code of any COTS application/tools used in solution designing.
- It is assumed that NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM)Team will provide required Training related infrastructure, hardware and software.



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- NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM) shall be responsible for providing Payment gateway API's and provisioning of the other key elements if any.
- NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM) shall be responsible for facilitating the office space, hardware software infrastructure for FMS team members.
- NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM) shall be responsible for providing the portal contents, text, images, audio, videos etc.
- Any other 3rd party tools/software's for MIS reporting and analysis purpose shall be made available by NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM).
- Training programs shall be designed as per the mutual understanding between ESDS and NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM).
- Any fees pertaining to licenses, hosting, or any other component will be decided in-coordination of NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM).
- Website/Portal contents such as images, text (Bilingual), audio, video etc. shall be provided by NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM) for the new content only.
- Development and UAT testing shall be done in coordination with NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM).

Reporting Mechanism

	Level 1	Level 2	Level 3
	Sr Business Analyst	Project Manager (PM)	Head Of Software Development
Name	Sachin Gadhari	Mrs. Priyanka Dalvi	Mrs. Prajakta Soman
Designation	Senior Business Analyst	Project Manager	Head – Software Development
E-mail Address	Sachin.Gadhari@esds.co.in	Priyanka.Dalvi@esds.co.in	prajakta.soman@esds.co.in

Proposed Solution Strength/Benefits for Client

- The purpose of this document is to specify a detailed description of the software requirements including functional and non-functional requirements for “**NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM)**”. It contains a general description of the type of users who will be using the system, how it is going to work and what technology we are using to make it work

Intended Audience for Project

- This document is intended to be used by the members of the project team including project manager, designers, developers and testers. This document is also intended for the project



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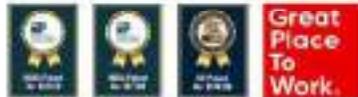


stakeholder and needs to be approved by NATIONAL COUNCIL OF SCIENCE MUSEUMS (NCSM)Team.

Application Security

Security Audit

- ESDS to provide **Cyber Security Audit** on yearly basis for project contract period
- **Data Encryption:** The process of converting plaintext data into ciphertext to protect it from unauthorized access. Encryption ensures that even if data is intercepted, it remains unreadable without the appropriate decryption key.
- **Authentication and authorization:** Authentication verify the identity of users or systems, while authorization determines what actions they are allowed to perform. Together, they ensure that only authorized individuals or processes can access resources or perform actions within a system.
- **Secure coding practices:** Techniques and guidelines used by developers to write code that is resistant to vulnerabilities and security threats. This includes practices such as input validation, output encoding, and avoiding insecure functions.
- **Input validation and Sanitization:** The process of inspecting and filtering input data to prevent malicious code injection and other National Council of Science Museums (NCSM)of attacks. Input validation ensures that only expected and safe data is processed by an application.
- **Session Management:** The process of securely managing user sessions within a system, including session creation, maintenance, and termination. Effective session management helps prevent unauthorized access and session hijacking.
- **Audit logging and Monitoring:** The practice of recording and analyzing events within a system to track user activities, detect security incidents, and ensure compliance with security policies. Audit logs provide a trail of actions that can be used for investigation and forensic analysis.
- **Secure communication:** The implementation of encryption and other security measures to protect data exchanged between systems or parties, ensuring confidentiality, integrity, and authenticity.
- **Vulnerability Management:** The process of identifying, prioritizing, and mitigating vulnerabilities in systems and applications to reduce the risk of exploitation by attackers.
- **Incident response planning:** The development of procedures and protocols to effectively respond to and manage security incidents, including breach detection, containment, eradication, and recovery.
- **Third-Party Risk Management:** The assessment and mitigation of security risks associated with vendors, suppliers, and other third parties that have access to an organization's systems or data.
- **Compliance and Regulatory Requirements:** The adherence to laws, regulations, and industry standards related to information security, privacy, and data protection.
- **Security Awareness training:** Education and training programs designed to increase awareness and knowledge of security risks, best practices, and policies among employees and stakeholders within an organization



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Bug Free product delivery

ESDS will control the quality of the system by testing it at various phases, using various testing tools.

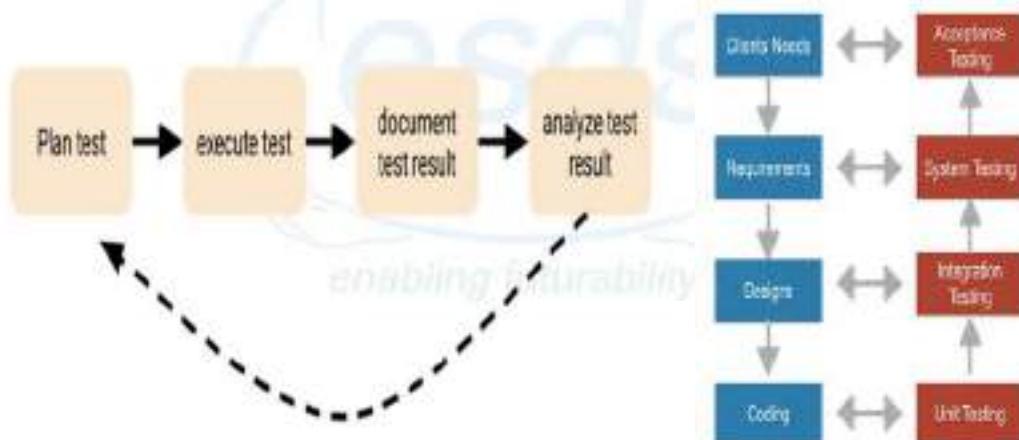
- Black Box Testing
- Functional Testing
- Integration Testing
- System Testing
- Regression Testing
- Compatibility Testing
- Performance Testing
- Acceptance Testing

Our Testing Strategy & Assurance Plan



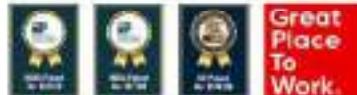


Quality management plan



Secure

Information Security is a paramount for all the Internet enabled businesses today. Information security is a practice of protecting critical data and business applications from unauthorized access, viruses and other threats. The proposed security system provides 360 degrees of security to the data and applications to protect information at every layer. To protect sensitive data from threats at various points in the cyber-attack lifecycle, an intelligent, multi-layered security solution is proposed.



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PCI DSS

AICPA
SOC

ISO
9001
2015
Certified





Highly Available

The system is designed to be Redundant and Fault tolerant at all levels. Every key block in the solution is carefully designed to provide high-availability and instantaneous failover. Considering the required RTO and RPO's of the project, necessary components are factored. There will be no single point of failure which causes the entire system to stop functioning or disruption in services even during upgrades and migrations.

Scalable & Modular

The proposed solution architecture is highly scalable and modular by its design framework.

Better ROI

Better ROI is guaranteed with the proposed solution by leveraging the new features of the underlying technologies

Easy to manage

The proposed solution is easy to manage with minimum resources with average skill sets. There are many industry case studies witnessing that the solutions built on latest technologies can be effectively managed with 50% lesser cost and resources than the traditional standalone solutions.

Post Implementation Plan

- **Normal:** The problem results in no interruptions to normal operations (no business impact).
- **Medium:** The problem results in minimal interruptions to normal operations (no business impact).
- **High:** The problem causes interruptions in normal operations. It does not prevent operation of a production system, or there could be minor degradation in performance.
- **Urgent:** The problem results in serious interruptions to one user's production system
- **Critical:** The problem results in serious interruptions to a production system. It could affect, the entire user community
- **Emergency:** The problem results in extremely serious interruptions to multiple users' production system. It has already affected the entire user community.





Priority	Target Response Time	Target Resolution Time
Normal	4 business hours	24 hours
Medium	3 business hours	24 hours
High	2 business hours	8 business hours
Urgent	1 hour	4 hours
Critical	30 minutes	3 hours
Emergency	15 minutes	2 hours

- **Target response Time** is the time interval that the resolver Group has to update the Customer who reported the issue on ticket status.
- **Target Resolution Time** is the total time from ticket creation to resolution and restoration of service to the user. Service may be restored either by a workaround or by a permanent solution.

Approve Change

- If we suggest any change and client has given an approval for that change to make the flow & development of the system smoother.

Change Management

- All additional functional and technical requirements or changes during the development phase will come or we will need to mention that under this section

Change Request Details	
What Is the change request asking for?	
Who raised it?	
Why is it required?	
When was it raised?	



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Change Request Details

How will it impact the project?	
---------------------------------	--

Change Request Status

Raised		
Impact Assessment	Date	
	Participants	
	Area Impacted	
	Artifacts Impacted	
	Schedule Affected	
Project Manager Recommendation	Approve/Reject	
	Reason	
Sponsor Recommendation	Approve/Reject	
	Reason	



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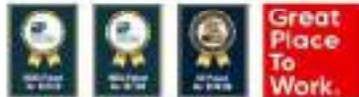


Change Request Status

Escalated?	Yes/No Date	
Acceptance?	Approve/Reject	

General Assumptions and Obligations

1. Any requirement(s) not specified in this Order will be addressed using the Project Change Control Process.
2. Licensee acknowledges that any delays or changes caused by Licensee, Licensee's employees, equipment, contractors or vendors may cause an increase in the fees required under this Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to ESDS; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Information of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Order as a result of any of the foregoing events will be handled using the Project Change Control Process.
3. For all services provided at Licensee locations, Licensee will provide office facilities to ESDS personnel. This includes, but is not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, internet and remote VPN connection.
 - Any items, services, or components not explicitly mentioned in the finalized Proposal, Commercials, Bill of Quantity (BOQ), or Bill of Materials (BoM) submitted by ESDS at the time of Purchase Order (PO) finalization will not be delivered under any circumstances.
 - Any new or additional items, services, or licenses beyond what is specified in the finalized Proposal, BOQ, or BoM will be subject to additional charges. The pricing, scope, and terms for such additional requirements will be determined based on the actual needs and submitted to the client for approval.
 - In the event of disputes related to any requirements not covered in the submitted Proposal, BoM, or BOQ at the time of PO acceptance or during the contract period, both ESDS and the Client will engage in mutual discussions to reach a resolution. However, any disputes arising from additional, new, or modified requirements that have commercial implications should not impede project implementation, completion, or any payments due to ESDS.
 - The infrastructure setup for the Data Centre (DC) Cloud will be carried out based on the finalized and approved BoM and architecture. Any modifications or changes post-finalization will be treated as a Change Request (CR) and will be subject to additional costs.



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- The shared sizing is for 5 years as per inputs shared by the client. For continuing services beyond this period client will need to renew/ extend the existing contract.
- ESDS Scope will be just to propose the cloud-based DC site and Active-Passive DR Site.
- ESDS has considered backup space at local region (i.e. at DC).
- Initially ESDS has considered backup space of 2 TB. If in future requirement changes charges for the same will be applicable.
- For security ESDS has considered vfirewall , Antivirus for VMs, Waf , ssl vpn,iam/pim/pam etc. If any additional security components are to be added same can be done with additional charges.
- The exact user count for SSL VPN and PIM/PAM/IAM is not specifically mentioned in the RFP, ESDS has assumed 50 users each for SSL VPN and IAM services for proposal purposes. If there is any change in the requirement, the applicable charges will be revised accordingly
- ESDS has considered Ubuntu Linux os. If requirement changes charges for the same will be applicable.
- ESDS has assumed 10 Mbps speed-based internet bandwidth. If requirement changes charges for the same will be applicable.
- For bulk email services, ESDS has assumed that approximately 10000 emails will be sent per Month as part of the proposed solution.
- As per Page 18, Section 3.1.1 of the RFP, large file uploads are expected with each application. Accordingly, ESDS has assumed that for initial 1 year period after GO-Live 0.5 TB of object storage will be provisioned initially and after 1 year for rest 4 years 1 TB space is considered, with the flexibility to scale as required based on actual usage If additional storage is required beyond this, applicable charges will be charges accordingly.
- It is assumed that Disaster Recovery (DR) drills will be conducted twice a year as part of the proposed scope. The Recovery Point Objective (RPO) will be considered as 30 Min and the Recovery Time Objective (RTO) as 1 hour, in line with MeitY guidelines. the requirement changes, additional charges will be applicable accordingly.
- ESDS will provision a 20 Mbps Point-to-Point (P2P) link between the Primary and DR sites to support secure and reliable data replication. The link will be symmetric, low-latency, and monitored to meet defined RPO/RTO requirements. Data transfer over the link will be encrypted and compliant with MeitY guidelines.

Integration strategies

- It is combining activities related to the present activity of the firm, such a combination may be done through the value chain a value chain is a set of interrelated activity performed by an organization right from the procurement of basic raw materials down to the marketing of finished products right to the ultimate customers.
- It is done where the company attempts to widen the scope of its business definition in such a manner that it results in serving the same set of customers. The alternative technology of the business undergoes a change.



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Backup Solution

Business sustains on data, so in case any data is lost then business suffers. Data is subject to loss due to any technical or non-technical accidents and human errors. Hence even if an organization's day-to-day activities are running smoothly, it cannot risk not being prepared for undesirable situations which incur data loss and eventually affect business.



Backing up all your mission-critical data is one of the most important things you can remember to do. Without a good backup option, if the worst happens, chances are that you may lose out on all your important data.

➤ Backup Policies

In Backup, Recovery, is a set of controls that are used to track information about the items that are being backed up, when they are being backed up, and where they are being backed up. A backup policy is a combination of the concepts of the control group and media policy.

The backup policy takes into consideration various factors like maximum permissible data loss, maximum recovery time, data availability, actions to be taken in the event of backup failures, and a backup strategy that make sure zero impact backups i.e. backups do not harm the performance of the database servers. With a proper understanding of the business process and requirements, the residence engineer team will take care of the backup policies and backup strategies. As there are no such standards for the backup strategy it solely depends upon the business data importance and availability.

Sr. No.	Description	Backup Type	Retention period
1.	Daily	Incremental	1 Week
2.	Weekly	Full Backup	2 Weeks
3.	Monthly	Full Backup	3 Months
4.	Yearly	Full Backup	5/7 Years

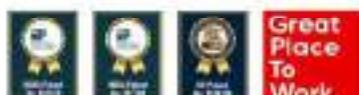
➤ * Depending upon needs we can modify the strategy as and when required.

➤ Typical Methodology for Backup

As per requirement, we would carry out the activity in two stages:

- Backup of data at Datacentre – Local Copy
- Installation & Configuration of agents on servers
- The backup schedule will be as per the discussion after the finalization of the contract.

Reporting of backup monitoring and activity logs:



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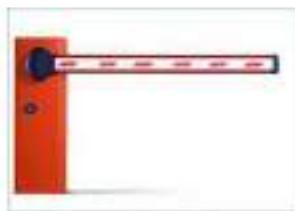
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- Restoration of backup as and when required.
- Monitoring of backup activity.
- Checking the backup log and alerts.

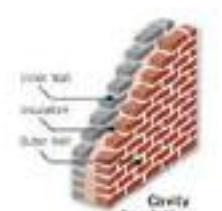
Security Highlights for Proposed Cloud DC site



Boom Barrier at Main Gate Entrance



Door Frame with scanner



Dual Datacenter Walls



Mantrap Secure Entrance



Armed Security Personnel



Bio-Metric Access Control



Video surveillance system



Fencing Around Data center

Physical Security Overview

➤ Data center Building Security.

The foundation of the entire building is placed on a 50-Meter-deep RCC Plate which is sufficient enough to sustain moderate Seismic waves. The building is enforced with RCC Columns using high-quality M30 concrete with high loading capacity. The floor loading capacity is 1250 Kgs/Sq. Meter. Moreover, the building is divided into four quadrants, each quadrant having its individual RCC base floor plate. The Data Center floor is also divided into four major quadrants with their plates. The data center area walls are built as dual walls having an air cavity of 3 Ft. in them for isolation and security purposes. Also, the walls have been constructed using a composition of Vermiculite along with mortar to increase the insulation strength and thermal insulation thus increasing the efficiency. Every floor plate has ducts present in between them to facilitate safe and standardized installation and transmission of cables for network and power. The structure also boasts three huge flood drains surrounding the periphery of the building to accumulate any amount of flood water. Sumps and sinks have also been provisioned to increase the ground water levels and mitigate floods.



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9001
2015





➤ **Armed Security personnel**

To have security at the perimeter/Fence we have armed security guards round the clock. At the main entrance, Security Supervisor and two security guards are stationed round the clock. For the Planned visit, one of the Security guards accompanies and does the internal security clearance.

➤ **Bio-metric and Proximity Card Access Control System to all doors**

ESDS IDC has been secured by multiple levels of security systems. One of them is the Bio-metric access control unit. These devices are installed on each door. In addition to this, Proximity Card Access Control System is also installed on the Main entrance gate and Support floor.

➤ **Emergency Response Support**

All emergency response services like hospitals, fire mitigation departments, and police stations are within the 2 KM range so they can provide support within 15 minutes. The nearest Railroad facility is located at a distance of 2.48 miles and is easily accessible by the Public and Private Transport Datacenter facility is 22.86 miles away from the nearest shipping port.

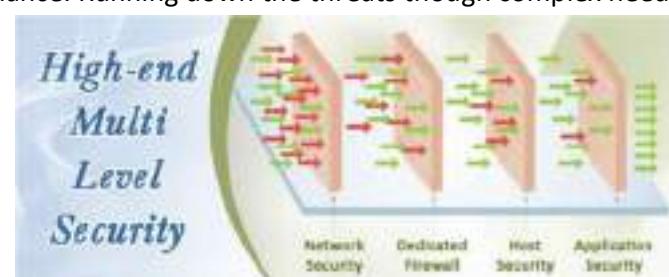
➤ **Video surveillance system**

The Data Center building and surrounding area are monitored using a video surveillance system installed. Main entrances, pathways, corridor, Reception lobby, Parking areas, Data Center, and NOC room are continuously monitored 24x7 using CCTV Cameras. The video taken by these cameras is monitored by security personnel and these video clips are retained for 6 months. Surveillance specifically for some customers can be provided for their deployments and the retention policy for the surveillance videos would be as per agreement.

Logical Security Overview

1) Redundant Network and Application Layer Firewall Capabilities -

Internet Threats directly affect True Performance. Running down the threats though complex needs to be addressed wisely and need proactive attention. We employ not just Firewall security as a raw ingredient, but we've formed multiple layers of security through a non-typical configuration of servers, switches, routers and which make the security channel unique and resilient.



Internet risks are growing, but our Firewall Security is growing even better for stronger walls of Security blocking every threat type. Application-layer firewalls work on the application level of the



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TCP/IP stack (i.e., all browser traffic, or all telnet or FTP traffic), and may intercept all packets traveling to or from an application. They block other packets (usually dropping them without acknowledgment to the sender).

2) Anti-virus (AV) -



AV (Antivirus) a Service combines advanced antivirus protection with host intrusion prevention to provide comprehensive security for endpoints. This integrated solution safeguards against malware and unauthorized activities in real time.

- **Real-Time Threat Detection:** Monitors endpoints continuously, detecting and blocking malware and suspicious activities instantly.
- **Dual Protection:** Combines antivirus functionalities to address a wide range of threats, including viruses, worms, and unauthorized access attempts.
- **Scalable Architecture:** Adapts to growing organizational needs, managing an increasing number of endpoints without performance degradation.
- **Seamless Integration:** Works with existing security tools like SIEM for enhanced visibility and coordinated responses.
- **Behavioral Analysis:** Uses advanced algorithms to identify abnormal behaviors, preventing potential threats proactively.
- **Centralized Management:** Features a unified dashboard for policy management, monitoring, and detailed reporting.
- **Customizable Security Policies:** Allows organizations to tailor security measures to their specific environments and risk profiles.
- **Robust Endpoint Security:** Combines two powerful technologies for enhanced protection against diverse threats.



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- **Faster Incident Response:** Quick detection and remediation of threats reduce potential damage.
- **Improved Visibility:** Centralized monitoring offers insights into endpoint security status.
- **Regulatory Compliance:** Helps organizations meet industry standards with thorough reporting features.

3) Web Application Firewall (WAF)

A **Web Application Firewall (WAF)** is a security solution designed to protect web applications from cyber threats and vulnerabilities.



Key Features:

- Protection against SQL injection, XSS, and OWASP Top 10 threats
- Real-time traffic monitoring and filtering
- Custom security rules for application-specific needs
- Integration with Content Delivery Networks (CDN)



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4) Firewall as a Service (vFirewall)

ESDS provides Firewall as a Service to deliver advanced, policy-driven network protection across all hosted environments. The firewall service acts as a gatekeeper, filtering traffic between internal networks and the internet.

Key Features:

- Stateful packet inspection tracks the state of network connections and blocks unauthorized packets based on defined rules.
- Application-layer filtering (Layer 7) controls access to specific applications and services like HTTP/HTTPS, DNS, etc.
- High availability (HA) deployment ensures uninterrupted protection even during failures.
- Role-based rules and policies enforce access control based on IP ranges, roles, or time-based criteria.
- Real-time traffic monitoring provides visibility into ingress/egress traffic patterns and threats.
- Geo-IP filtering enables restriction or allowance of traffic from specific countries or regions.
- Logging and alerts integrate with SIEM for centralized log aggregation and real-time threat detection.
- Inter-zone isolation ensures strict separation between DMZ and secured zones to prevent lateral threat movement.

5) Privileged Identity & Access Management (PIM/PAM)

ESDS offers PIM/PAM services to control and monitor administrative access to critical infrastructure and systems, enhancing accountability and reducing insider risks.

Key Features:

- Role-based access control (RBAC) ensures users get access only to the resources and commands they need.
- Password vault provides encrypted storage and automatic rotation of administrative credentials.
- Session recording tracks and stores user actions for audit and forensic analysis.
- Multi-factor authentication (MFA) is enforced for all privileged access.
- Time-restricted access limits user access windows to reduce risk exposure.
- Audit logs maintain records of login times, access types, and activity during sessions.
- Alerts notify administrators of suspicious logins, privilege escalation, or access violations.

6) SIEM (Security Information and Event Management)

ESDS provides SIEM services to help organizations detect, investigate, and respond to threats by collecting and analysing security events across the infrastructure.



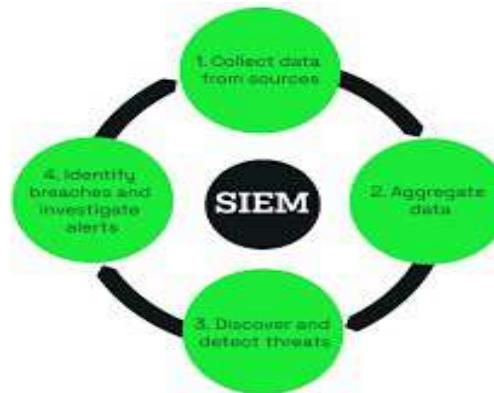
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Key Features:

- Centralized log aggregation collects logs from firewalls, servers, endpoints, and cloud platforms.
- Real-time correlation and detection identify suspicious activities through cross-source event analysis.
- Behavioural analytics (UEBA) detect anomalies such as unusual login times, IP locations, or usage patterns.
- Compliance-ready reports support audit and regulatory needs (ISO 27001, CERT-IN, etc.).
- Custom dashboards present security metrics and threat trends in real time.
- Threat intelligence integration compares log data with external threat feeds and indicators.
- Automated alerting and escalation workflows enable fast response and incident tracking.

eNlight 360 – Enterprise Monitoring Software

eNlight 360 is an all-in-one solution to manage all the aspects of a server deployed within a Data Center. It is an automated system designed to make server management easy, efficient and quick. All the server logs and consumption details can be viewed through a GUI interface.



The screenshot shows a dashboard with several sections:

- Compute:** Provides and Manage Compute Instances, New VMs, Convert, Create Images.
- Storage:** Provides and Manage Data Storage Volumes, Block Storage, File Storage, Object Storage.
- Network:** Provides and Manage Network Services, gNIP, Virtual Private Cloud.
- Security:** Provides and Manage Security Services, MFA Setup, SSO.
- IoT:** Provides and Manage IoT Services, Devices, Sensors, Analytics.
- Database:** Provides and Manage Shared Cloud Database, MySQL, PostgreSQL.
- Cloud:** Provides and Manage Shared Cloud Applications, AWS, Microsoft Azure.
- Billing:** Manage Invoices and Payments, Cost Estimation, Payments.
- Account Management:** Manage Users and Groups, User, Group, Role.

Now you can handle all aspects of server management like trouble shooting, bandwidth consumption monitoring, OS installation and server reboots with just a few clicks. eMagic allows you to manage your servers without contacting system administrator or ESDS for support services to cater to issues like Reboot, Power on, KVM, IP requests.

eMagic has been fully designed and developed by the R&D Team at ESDS after in-depth research and evaluation. eMagic enables organizations to automatically manage and monitor servers and take corrective actions if required. This significantly eliminates chances of mismanagement and errors thus saving overall costs and efforts.

Features:

- Hardware resource Monitoring:** Admin will monitor the Server, CPU, RAM and performance of the servers and networking devices.
- Auto-discovery** of all network devices and providing with their detailed configuration.
- Uptime Report** – Current and Historical
- IP Management:** Admin will be able to reserve the IP's and make auto assign of IPs to servers, which will help to avoid the human make errors.
- Virtual Machine Management:** This option enables to create, recycle and reboot the VM.
- Bandwidth Monitoring:** This option enables to monitor the input and output bandwidth.



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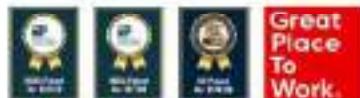
- **Service Monitoring:** This option enables to monitor the service running on the servers.
- **Syslog monitoring –** Monitoring any type of logs, custom files.
- **Alerts Notification:** When the device goes down, it will send an alert notification via SMS / Mail. For configuring the device, it will use SNMP protocol.

Cloud Capacity Planning



In the above fig,

- First circle graph shows the total number of VM's created and the number of instances halted.
- In the second circle graph, shown is the total memory available in cluster, Black color represent the allocated memory and orange color represent the free memory available for further scale-up.
- In third circle graph, shown is the total vCPU available in cluster, Black color represent the allocated vCPU and red color represent the free vCPU for further scale-up.
- In fourth circle graph, shows the total available storage space, Black color represent the used space from the storage.



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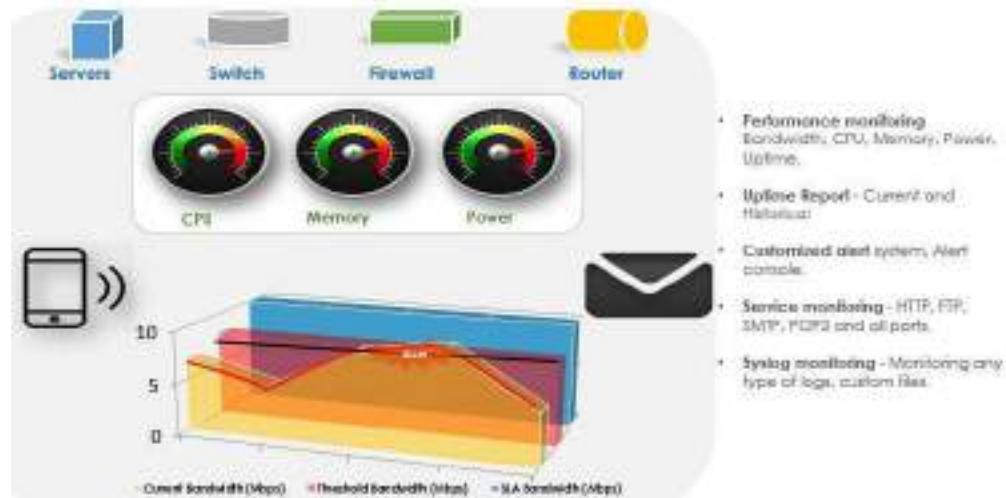
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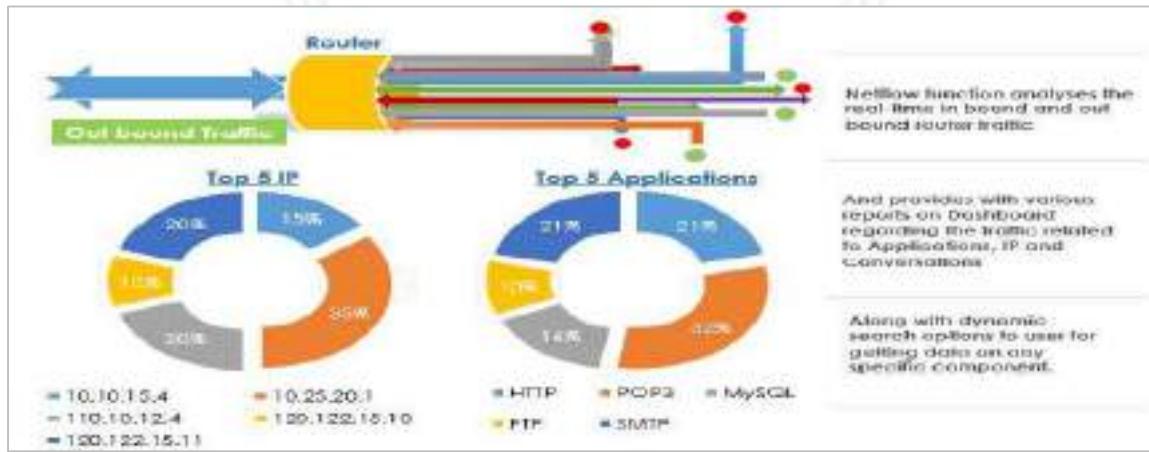
Performance, Uptime, Alert & Service Monitoring



In the above fig,

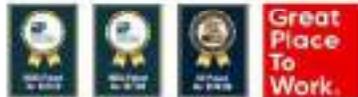
- We will set the thrash holds at various level, so utilization of vCPU, RAM, Bandwidth reaches it, and then alert will be sent on mail to all stack holders.
- We will also configure the service in monitoring, in case of failure of service automatically alert will be sent to help desk and ticket will be created.

Net-Flow Analysis



In the above fig,

- We can monitor the utilization of bandwidth by applications and also by the IPs.
- First circle in fig, shown the % of bandwidth utilization by top 5 ips and same way in the second image.



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Ministry of Electronics

TIA

International Association

PCI DSS

Payment Card Industry

AICPA SOC

System and Organization

ISO

9001:2015

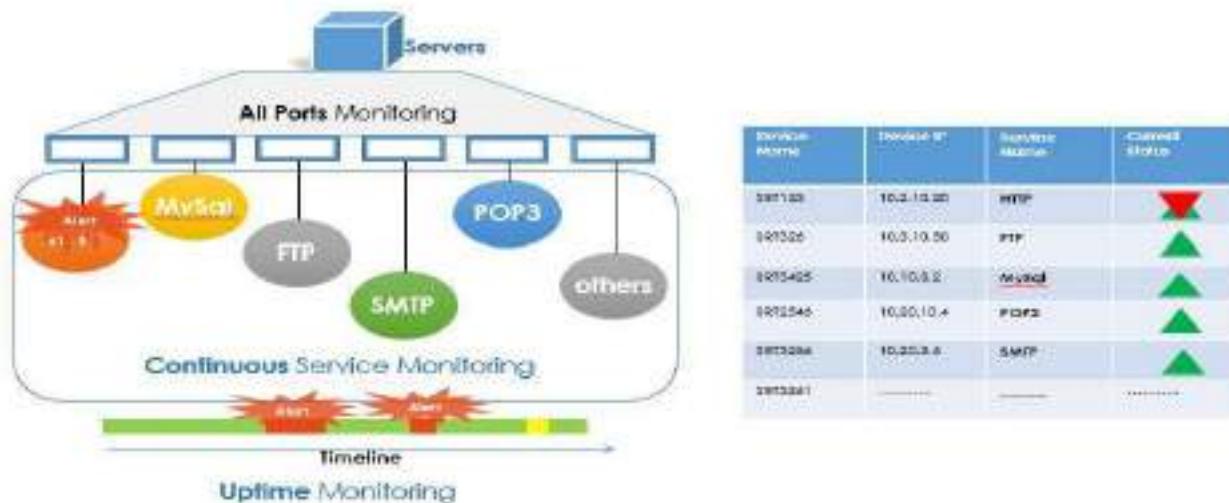
ISO 27001:2013

Information Security





Service Monitoring



In the above fig,

We can configure the monitoring of service in proposed EMS/NMS software i.e. eMagic.

In case any service goes down then automatically alert will be sent to help desk mail id and ticket will get created. So that engineer can take an appropriate action and fix the problem.

Uptime Monitoring

SL No.	Device Name	Last check time	Uptime (%)	DownTime (%)	Errors	SLA	Status
1	ESDS1(MANAGER)	13:10:54 10/04/2018	100	0	0	99.9%	✓
2	ESDS1(M001945)	13:10:54 10/04/2018	100	0	0	99.9%	✓

O & M Support with SLA's

Logging Calls with an online Helpdesk

The Support is available through the Web portal, Phone, and Email and the engagement will work as follows:

The speed and reliability of the resolution process are hence critical to the client's reputation. ESDS has created and delivered over the years consistent high-speed and high-value support responses to its customers. This highly successful support process has helped to gain industry accolades.



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- ✓ An Industry standard online Helpdesk monitored by ESDS support personnel 24x7x365.
- ✓ The client can log a call by contacting the ESDS Support department through phone, email, or live chat.
- ✓ ESDS Support team will then check the problem and perform Level1 troubleshooting,
- ✓ Once the issue is resolved, the user can confirm by responding to the associated ticket raised through the online helpdesk.



Incident management and support strategy

Incidents can be formally communicated through tickets or E-Mail regardless of the mode of communication.

If the case is logged via email, then the Ticket will be generated and automatically sent to the Customer.

OR

If the call is logged using Phone or Chat, ESDS support Team will log the incident in the Helpdesk portal.

The help desk team will respond to the incident by calling the user directly to get the detailed problem and trying to resolve the issue over the phone, if not then assign an Engineer to resolve the call.

Incidents are classified based on severity to ensure that the response is appropriate to the severity of the issue. A detailed definition for each of these severity levels, together with the proposed acknowledgment time and action required, is listed below.

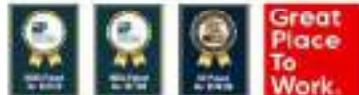
24 x 365 SUPPORT" OVER EMAIL, TICKET, PHONE, AND ONLINE CHAT

ESDS' Support Staff is available 24 hours a day, 365 days a year for any support related to the services provided. The Support Team will maintain and monitor ESDS' Network Operations Center (NOC) and provide assistance to the customers at all times. Our Support Team can be reached through the Client

The area on our website, telephone, or online chat. Please find a brief of the type of conflicts and the best-suited modes to solve them:

Response Time

Response time is defined as the time between receipt of the incident by the support team and its logging/generation of tickets on the system.



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Resolution Time shall mean the time taken (after the incident has been reported to the support team) till resolution.

Escalation Matrix

Level 1: 24/7 Customer Support Desk

Contact No: Toll-Free: 1800 209 3006

Level 2: If the problem is not handled/replied to within 8 hours please contact

Contact Person: Customer Relations Manager

Contact No: Toll-Free: 1800 209 3006

Level 3: If the problem is not handled /replied to within 24 hours please contact

Contact Person: Senior Level Support Staff

Details will be provided at the timing signoff

Level 4: If the problem is not handled /replied to within 48 business hours please contact

Contact Person: Management

Details will be provided at the timing signoff



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Case Studies.

1. District Mineral Foundation (DMF)

Overview

District Mineral Foundations are statutory bodies in India established by the State Governments by notification. They derive their legal status from section 9B of Mines and Minerals (Development and Regulation) Act, 1957 as amended on 26 March 2015 as Mines and Minerals (Development and Regulation) Amendment Act, 2015. This amendment came into force from 12 January 2015.

Each District Mineral Foundation is established by the State Governments by notification as a trust or non-profit body in the mining operation affected districts.

The objective of District Mineral Foundation is to work for the interest of the benefit of the persons and areas affected mining related operations in such manner as may be prescribed by the State Government.

Solution Provided:

Fund Management:

- Contribution received from Major & Minor Lessees
- Other Contribution received i.e. from Arrear / Voluntary /Bank Interest & Inter District Transfer

CMS and Master:

- Content management solution
- Banner management
- Manage meetings, publications, Notification, tenders

User Registration:

- Registration interface for DMF User (HRMS) DMF User & Minor Lessee

Suggestions and Grievances:

- Submit suggestion and grievances to the DMF
- Authority show number of feedbacks received and complied.

Uniform District Web Portal:

- Distinct web portal for the 30 districts and State

Role Based User Management:

- Role Based Users
- Role based login
- Designation wise roles and permission

Interactive Dashboard and MIS Report:



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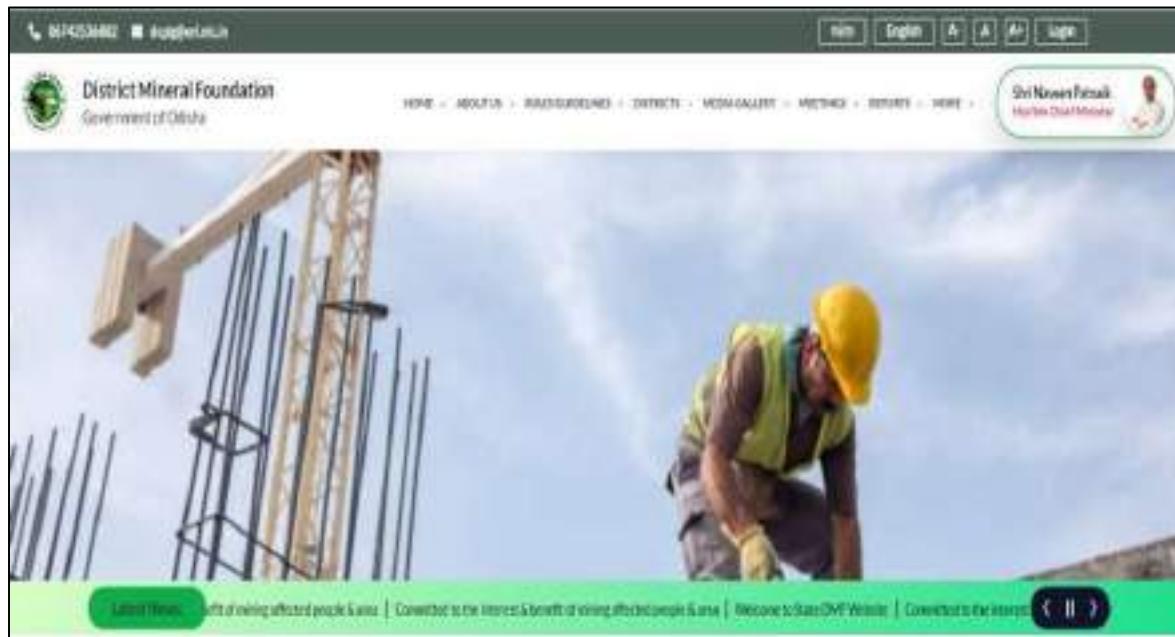
- Separate State & District Users
- State level report
- District wise report

Project Management:

- Create project
- Manage Physical Progress
- Manage Financial Progress
- Closing of project

Asset Management:

- Create Asset
- Declare the project as an Asset of the District.

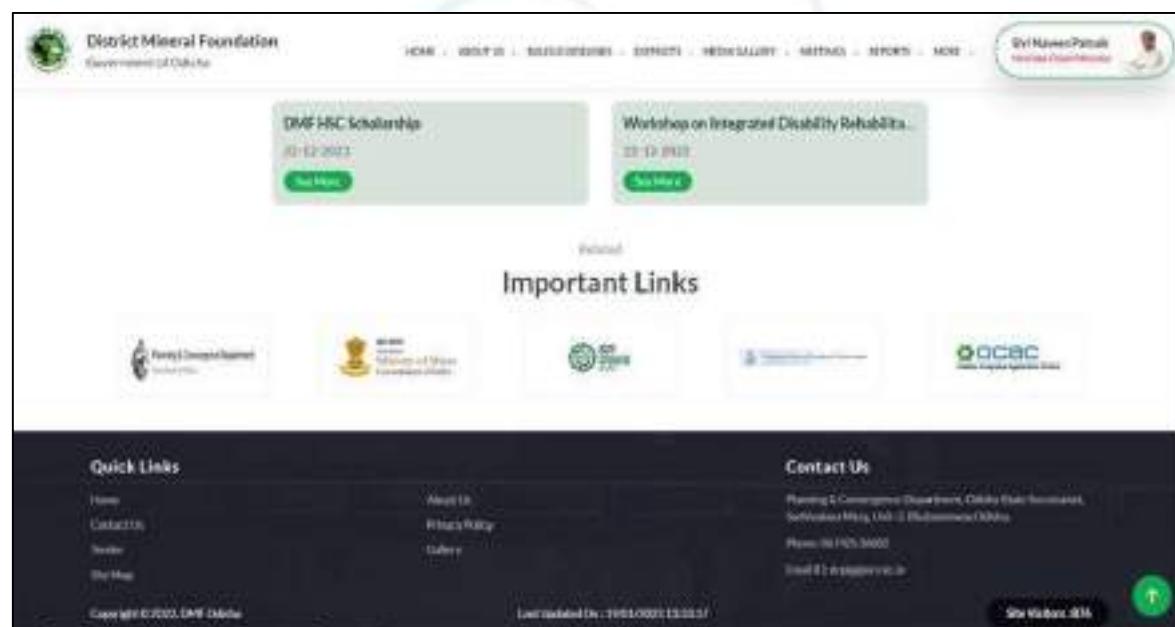
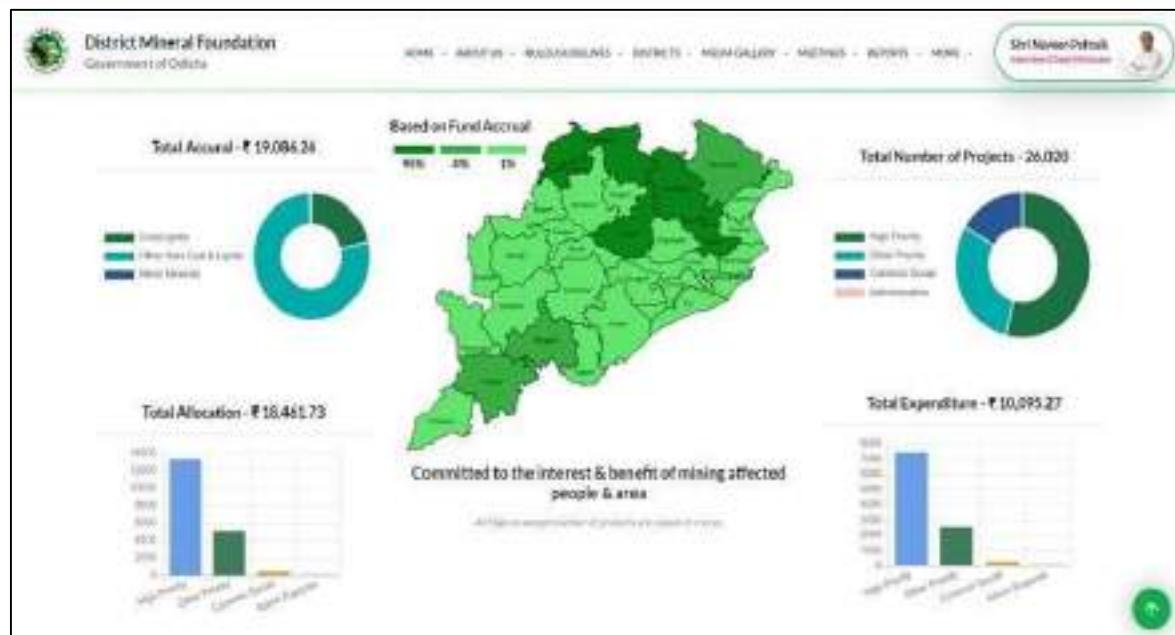




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PCI DSS

AFCIA SOC

ISO 9001:2015
ISO 14001:2015
ISO 45001:2018
ISO 27001:2013
ISO 20000:2018
ISO 22000:2018

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2.FSSAI

Overview

List of Shortcomings in the Existing System

1. **Scalability:** With the expansion of FSSAI across country, new point of entries will be directly monitored by FSSAI but the system is not scalable to cater the request for addition of new point of entries.
2. **Robustness:** Since the existing system was developed using complex set of queries it becomes very difficult for development team to introduce/implement any new functionality/change request in application.
3. **Performance Tracker Dashboard:** There is no functionality exist in system to track the performance of field officers.
4. **Risk Management System:** The existing system has static RMS, there is no provision to set the threshold of the parameters involved in the process. Requirement of a dynamic risk categorization system with variable operating parameters with surveillance and compliance to be part of RMS.
5. **MIS Reporting:** No provision to fetch reports at front-end for users.
6. **Data Analytics:** Graphical representation of data is not available.
7. **Online review functionality:** The process for appeal after rejection of consignment is manual at present now. All the records are maintained offline.
8. **Indian Food Safety Alert Portal (IFSAP):** There exist an independent application which captures the data for rejection of imported food items from different countries. The process of feeding data into application is a manual process.
9. **Supervisory Roles:** Regional directors can check only the status of pendency but can't perform any operation related to it.
10. **OTP based login:** Presently captcha-based login exists, for security purposes there is a need to have OTP based login system.
11. **Single Sign-On:** There is no provision for single sign on login to access related applications [Indian Food Laboratory Network (INFOLNET), and Food Safety Compliance System (FoSCoS)]
12. **Multi Lingual Support:** Present application is supporting only English language, there may be a need to have multi-lingual support.
13. **Multiple AO functionality** with enhanced dashboard for management to enable/disable deployment of multiple AOs
14. **e-Sanchit Integration:** API based integration to view the documents uploaded by stakeholders, etc

Solution we provide

For the purpose of regulating food imports and granting clearance, the FSSAI has an online application system called the Food Import Clearance System (FICS), which is integrated with the ICEGATE. Custom uses ICEGATE to provide Bill of Entry (BoE) data to FICS and FICS issues a 'No Objection Certificate' (NOC) or other advice to ICEGATE. We have developed a system for importer and internal users of FSSAI where from Application filling by importer till Review & retest process takes places. In system we have modules like Login, Registration, Application filling, Scrutiny, Visual



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Inspection, Lab, Review and retest along with Multiple features. We have different category of roles like Importer, Technical Officer, Authorized Office, Regional Director, HOD & Super admin.

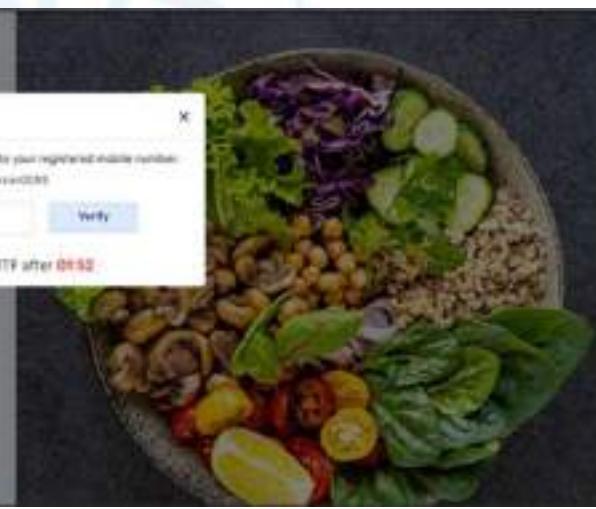
Screen shots of the developed system

1. Login Page

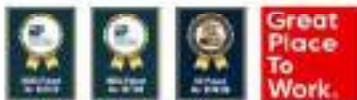


The login page for the FSSAI system. It features the FSSAI logo at the top left. Below it is a form with fields for 'Email' (containing 'esds@gmail.com') and 'Password'. A 'Proceed' button is at the bottom of the form. A link 'Forgot Password?' is located below the form. At the very bottom, there is a link 'Don't have an account? Sign Up'.

2. Enter OTP Page



The OTP verification page. It shows a small 'OTP Verification' window with the message 'OTP verification code sent to your registered mobile number: 9899999999'. Inside the window, the code '1234' is entered in the input field, and a 'Verify' button is next to it. Below the window, there is a link 'Resend OTP after 04:52'.



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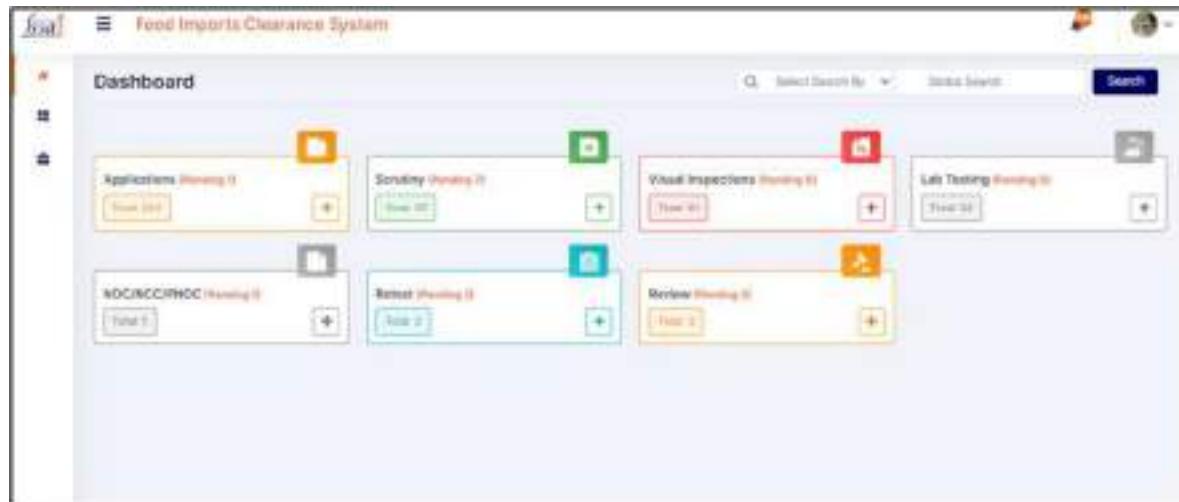
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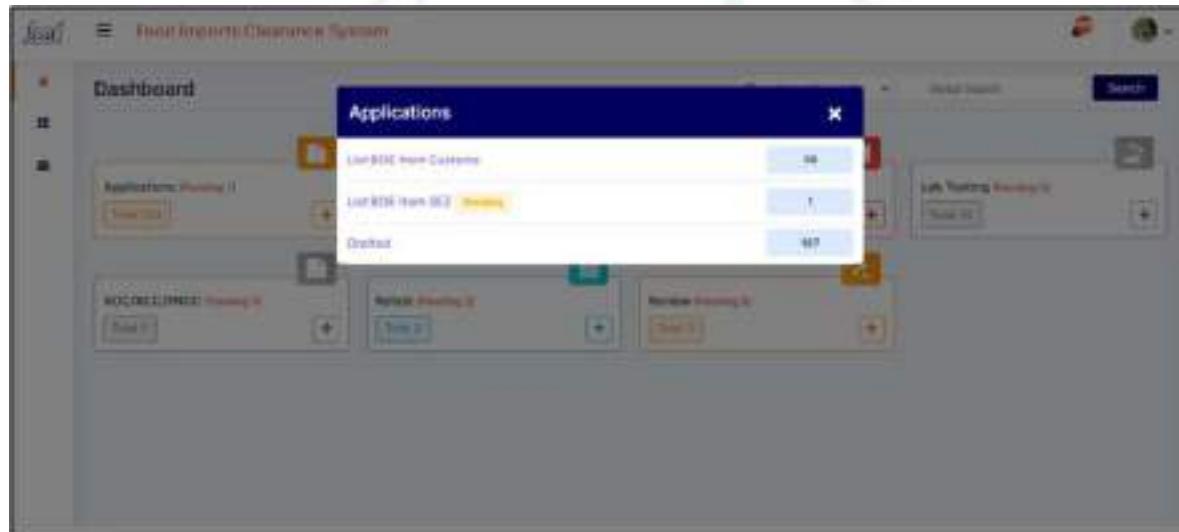
3. Dashboard of the System



The dashboard displays the following status boxes:

- Applications (Pending 11): [View All](#)
- Scrutiny (Pending 2): [View All](#)
- Visual Inspections (Pending 11): [View All](#)
- Lab Testing (Pending 10): [View All](#)
- NOC/COC/PHOC (Pending 0): [View All](#)
- Return (Pending 0): [View All](#)
- Review (Pending 0): [View All](#)

4. Status of application on bins



The 'Applications' modal window shows the following items:

- List BIS from Customer: 0
- List BIS from BIS (Pending): 1
- Draft: 667



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5. Counts along with applications in bins

The screenshot shows a web-based application interface titled "Food Imports Clearance System". The main title bar includes the logo "fisc" and the system name. Below the title, there's a navigation menu with icons for Home, Log In, and Sign Up. A search bar with placeholder text "Search" and a "Search" button is also present. The main content area is titled "Under Scrutiny" and contains two buttons: "Under Scrutiny" and "List of Applications - For certification by Applicant". The table below lists six applications, each with a unique ID, consignment number, reporting country, BISI No., issue product ID, BISI date, submitted date, priority indicator, last updated, and action. The priority indicators are marked with red dots and text: "5 months ago", "4 months ago", "3 months ago", "2 months ago", and "1 month ago". The last updated column shows dates from October 2022 to November 2022. The action column contains links like "Click to update" and "View".

Sr No.	Consignment ID	Reporting Country	BISI No.	Issue Product ID	BISI Date	Submitted Date	Priority Indicator	Last Updated	Action
1	W-02092022	INDIA	7400000		10-09-2022	13-09-2022 14:41:34	5 months ago	10-09-2022 14:41:34	Click to update View
2	W-02100007	INDIA	7400000		12-09-2022	13-09-2022 11:19:00	4 months ago	10-09-2022 11:19:00	Click to update View
3	W-02100009	Egypt & MP	7400000		12-09-2022	12-09-2022 21:01:34	3 months ago	10-09-2022 21:01:34	Click to update View
4	W-02100010	INDIA	7400000		12-09-2022	13-09-2022 16:13:20	2 months ago	11-09-2022 16:13:20	Click to update View
5	W-02100002	INDIA	7400000		12-09-2022	12-09-2022 11:18:20	1 month ago	12-09-2022 11:18:20	Click to update View
6	W-02100000	INDIA	7400000		12-09-2022	13-09-2022 12:00:13	5 months ago	12-09-2022 12:00:13	Click to update View

6. Advance Search

This screenshot is similar to the previous one, showing the "Under Scrutiny" section of the FISC system. However, it includes several search filters at the top: "Consignment ID", "BISI No.", "BISI Date", and "Submitted Date". These filters are set to specific values: Consignment ID "W-02100007", BISI No. "7400000", BISI Date "10-09-2022", and Submitted Date "13-09-2022". The rest of the interface and data table are identical to the first screenshot.

Sr No.	Consignment ID	Reporting Country	BISI No.	Issue Product ID	BISI Date	Submitted Date	Priority Indicator	Last Updated	Action
1	W-02092022	INDIA	7400000		10-09-2022	13-09-2022 14:41:34	5 months ago	10-09-2022 14:41:34	Click to update View
2	W-02100007	INDIA	7400000		12-09-2022	13-09-2022 11:19:00	4 months ago	10-09-2022 11:19:00	Click to update View
3	W-02100009	Egypt & MP	7400000		12-09-2022	12-09-2022 21:01:34	3 months ago	10-09-2022 21:01:34	Click to update View
4	W-02100010	INDIA	7400000		12-09-2022	13-09-2022 16:13:20	2 months ago	11-09-2022 16:13:20	Click to update View
5	W-02100002	INDIA	7400000		12-09-2022	12-09-2022 11:18:20	1 month ago	12-09-2022 11:18:20	Click to update View
6	W-02100000	INDIA	7400000		12-09-2022	13-09-2022 12:00:13	5 months ago	12-09-2022 12:00:13	Click to update View



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3. Indian Institute of Banking and Finance (IIBF)

About Client: -

Indian Institute of Banking & Finance (IIBF) is a professional body of banks, financial institutions and their employees in India. MOSPI is a 'Distance Learning' Institute offering various educational services in about 20 specialized areas. The client is the largest Institute of its kind in the world with its membership of over 776 banks and financial institutions and about 7,77,566 of their employees as individual members imparting training and competency building services for nationwide banking examinations.

Assignment performed: -

ESDS developed an integrated online registration system to help IIBF automate candidate registration process. The system is an internet-based application with following features: -

Applicant convenience: - An interactive and user-friendly interface for online membership and exam enrollment that enables applicants to submit their applications at their convenience.

Timely notification: - Integrated Email and SMS functionality which allows notifications and alerts to be sent to candidates for communicating important information.

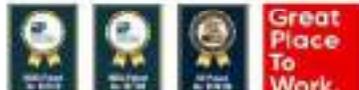
Online Payment and payment invoice: - Integrated online payment gateway which can be used by candidates to make required payments along with payment invoice which can be used for various reimbursements

Upload functionality: - allows candidates to upload photograph, signature and other required documents with ease.

Real time seat allocation and admit card generation: - System is having provision for selection of exam center; venue, date and time with real time admit card generation and seat allocation.

Only Eligible candidate can apply: Data filtered through the eligibility criteria - checks can be provided so that only eligible candidates can apply. Moreover, the candidate data is to be entered only once.

IIBF Website (www.IIBF.org.in/):-



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01 Indian Institute of Banking & Finance (IIBF)
The mission of the institute is to develop professionally qualified and competent bankers and finance professionals primarily through a process of education, training, executive consultancy / consulting and research development programs.

02 Established in 1928 as a Company under Section 25
Established in 1928 as a Economic order Union (E.O.U.) by the Indian Congress Committee, 1928, Indian Institute of Banking & Finance (IIBF), formerly known as The Indian Institute of Banking (IIB), is a professional society series, Indian Institute of Banking (IIB).

03 Indian Institute of Banking & Finance Video

04 Indian Institute of Banking & Finance Photo Gallery

About IIBF
Established in 1928 as a Economic order Union (E.O.U.) by the Indian Congress Committee, 1928, Indian Institute of Banking & Finance (IIBF), formerly known as The Indian Institute of Banking (IIB), is a professional society series, Indian Institute of Banking (IIB).

Corporate Office
B-201, 2nd Floor, Sector-1, Noida-201301, U.P., India
Office: +91 120 4002000, +91 120 4002001
Fax: +91 120 4002002
Email: info@iibf.org | www.iibf.org

4. Go Skill

Overview

OSDA (Odisha Skill Development Authority) aims to:

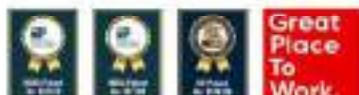
Create a single platform for both Employer and Job seekers assisting them to fulfil their needs of posting requirements and search for a job respectively.

Develop a platform to connect both the job seekers and job providers to provide job seekers with a means of livelihood.

Based on the instructions provided by OSDA, ESDS has designed & developed Skills & Job Information System (SJIS) [Go Skill] which is an online Job Search Portal, a web application through which job seekers can register and apply for jobs. Through this portal employers can also post their jobs, review applications and hire suitable job seekers.

Solution Provided:

Go Skill (SJIS) Creative Portal



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TIA
Technology Innovation
and Application

PCI DSS

AISCAS
SOC

ISO
9001:2015
9001:2008
9001:2000
9001:1994
9001:2008
9001:2000
9001:1994





- a. Aesthetic Layout and Professional Design
- b. Effective Navigation
- c. Good Performance
- d. Contrasting Color Schemes
- e. Browser Consistency and compatibility
- f. Faster Load Time
- g. Good Error Handling Mechanism
- h. News & Announcements: To publish News and announcements
- i. Jobs: To make available job-related activities and information
- j. Media Gallery: To publish best quality photos & videos
- k. FAQ section: To provide answers to frequently asked question

Job Seeker Service

- a. Registration of Job seeker
- b. Profile Creation of Job Seeker
- c. Apply for Job
- d. Cancel Application
- e. Update Profile

Employer Service

- a. Employment creation
- b. Posting new jobs
- c. Provision to view the eligible candidates
- d. Closing of posted jobs
- e. Provision for candidate selection
- f. Venue Management for Interview Process
- g. Providing offer letter to the selected candidates.

Admin Console

- a. User and Master Management
- b. Roles & Rights
- c. Grievance Management

Dashboard and Reports

- a. Provide an overview of the system at a glance
- b. Generation of user-based MIS reports with a drill down facility
- c. Provision to export generated reports to excel, PDF, XLS, CSV etc.
- d. Filtration option and query-based report generation facility
- e. Reports generated shall be in the printable format
- f. Configure display of report by the Departments' respective Authorities

Communication Process

- a. Facility for SMS notification
- b. Auto email notification



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Odisha Skill Development Authority
Government of Odisha

Date of the Job Fair: 23 Aug 2022;
Number of Employers: 12; No. of Enrollment in Job Fair: 268

ANUGUL JOB FAIR

[I WANT A JOB](#) [I WANT TO HIRE](#)




[Basic Details](#) [Area of Interest](#) [Education Details & Work Experience](#)

Highest Qualification *
 Select Highest Qualification

Do you have any work experience? *
 Yes No

Skills Details

Do you have any short term selling? *
 Yes No

Are you from Odisha? *
 Yes No

[PREVIOUS](#) [SUBMIT](#) [CANCEL](#)



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AAKASH BAL

EDUCATION & QUALIFICATION

- B.Tech - Electronics & Communication Engineering
- M.Tech - Wireless Communication
- PGDCA - University of IT & Computer Technology Bangalore

EXPERIENCE

- Software Developer - 1 year

INTERESTS

- Job Category: Software Development
- Job Sub Category: Project Management

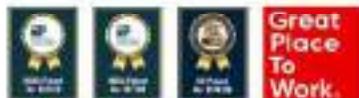
EDUCATION DETAILS & WORK EXPERIENCE

- Highest Qualification: Graduate
- Working with experience: Yes
- Year of Experience: 0
- Previous Experience Details:
- Skills: Project management, Planning, Quality Assurance, Testing
- Are you ready to relocate? Yes
- Resume Approved: Yes

PREVIOUS WORK EXPERIENCE

- Year of Experience: 0
- Work Experience Details: Project Management

enabling futurability...



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Directorate of Skill Development and Employment and Odisha Skill Development Authority
Government of Odisha

CDA Courses Institutes Resources Skill Measure Success Stories Job Opportunities Business Partner CDE (IT, Delhi) Digital Training (OIST, HWD) Digital Training (SAP) Employee

Job Status (0)

Skill Measure

ODISHA SKILL

Services Annual Report Success Stories Sector

Facebook Twitter LinkedIn YouTube

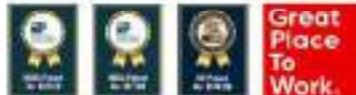
OF Express Now

MY APPLIED JOB

ID	Job Title	Job ID	Applied Date
1	Receptionist	SOJOB_6	15-02-2022
2	Business Analyst	SOJOB_4	21-12-2021

Showing 1 to 2 of 2 entries

Previous Next



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5.(iPAS) Integrated Planning & Automation Software.

Overview

Government Resource Planning is a specially built product to cater to the needs of government, and government owned agencies and PSUs. Our Focus is on Services, Budgets, Governance SLA, Procurement, Stores and Projects. We have used Governance practices prevalent in the Indian Government as basis for the ERP and abstracted that to arrive at freely configurable tool for Governments across the nation. **Web Based application** which helps automate and digitize your offices, manage projects, works and monitors funds.

1. iPAS is complete office automation software to monitor and control work and process in offices. Entire solution included Letter Management, Document Journey Management, Admin Approval, Fund Management & Work Monitoring along with Mobile suit.
2. Currently iPAS has implemented and running successfully in District Planning Office (DPC) of Nashik & Mumbai suburbs, and rolling out across **36 districts** in Maharashtra. iPAS has benefitted to **1,54,64,149** citizens by monitoring **2 lacs+** works since 2019 while inward average **1,000+** public works monthly.
3. The State Planning Department formulates Plans and Schemes for economic progress and advancement of the districts. All these schemes like General Plans, Beneficiary Schemes, MPLADS, MLALADS, etc. can be managed and monitored using iPAS.
4. The District Planning Committees (DPCs) of the 36 districts of Maharashtra, is going paperless. Integrated Planning Office Automation System (iPAS), is helping in the digital transformation journey for the DPCs.
5. iPAS has been developed keeping in mind all the government guidelines to be accessible at one location. Embracing Digital Transformation, iPAS has automated the document journey enabling easy and convenient archival, storage and retrieval of documents. iPAS flexible software to transform project management digitally, aims to serve proactive governance to DPCs. iPAS ensures transparency to DPCs offering a 360° view of work, schemes and projects

Benefits of iPAS

- Improve Department performance and reduce costs
- Improve Collaboration with Public Representatives and Implementing Agencies
- TAT for file clearances reduced
- Faster file clearance
- Government-to-Citizen (G2C)
- Control cash flow
- It has led to significant reduction of paper work and unnecessary duplication of entries.
- Consumer-to-Government (C2G): encourages the citizen-to-citizen input and feedback to various government policies are taken into active consideration.
- Government-to-Government (G2G): e-administration



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PCI DSS

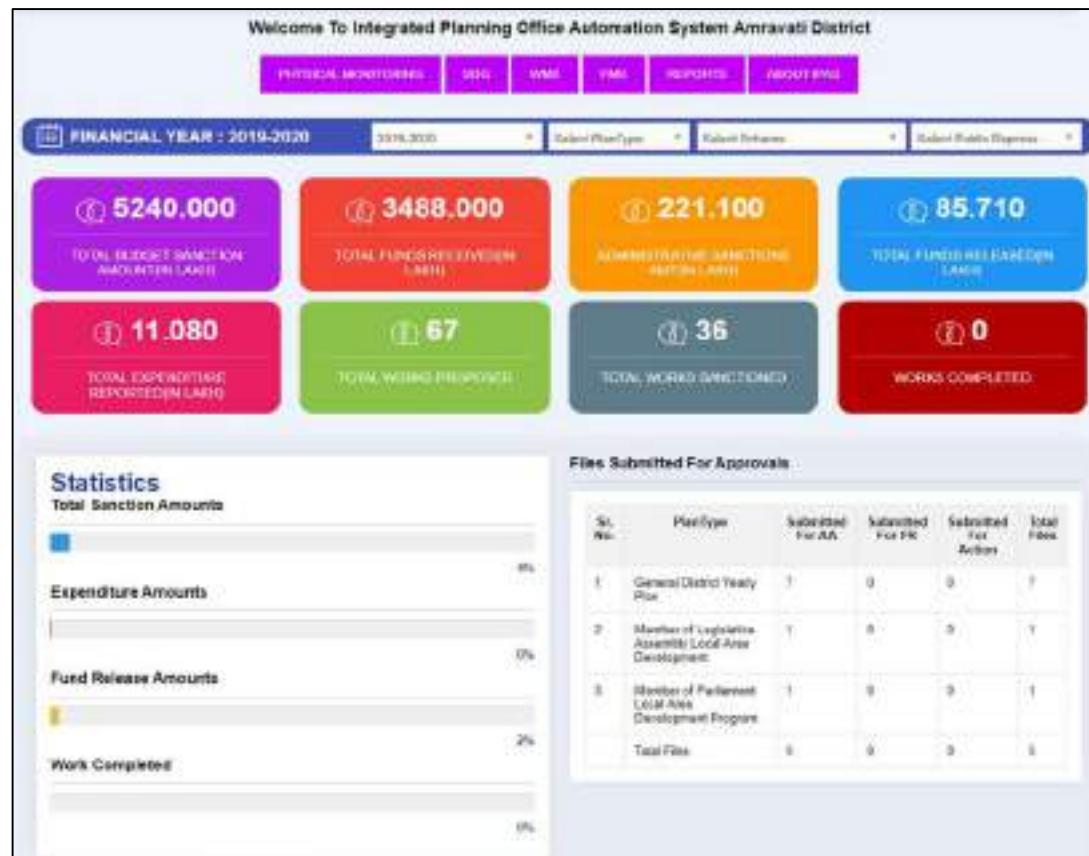
AFCIA
SOC

ISO
9001:2015
9001:2008
9001:2000
9001:1994





IPAS- Analytical Dashboard for Collector:



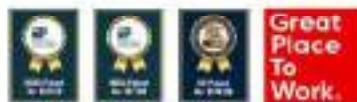
6.Odisha Farmer's Unified Portal (FUP)

Introduction:

The Department of Agriculture & Farmers' Empowerment (DAFE) in Odisha aims to revolutionize agricultural advisory services by implementing a Unified Portal and mobile applications tailored to the needs of farmers. This comprehensive solution will provide personalized agronomic advice, facilitate access to government systems, and integrate with various ecosystem players to empower farmers with knowledge and resources for enhanced productivity and sustainability, AI based chatbot and decision support system.

Project Objectives:

The primary objective of this project is to design, develop, implement, and maintain a Unified Portal for Farmers, along with accompanying web, Android, and iOS-based mobile applications. Key objectives include:



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- Enhanced Advisory Services:** Provide personalized and relevant agronomic advisory to farmers based on their specific needs and geographical location.
- Integration with Government Systems:** Seamlessly integrate with existing government systems such as Krushak Odisha, GO SUGAM, Credit Portal, and Seed DBT Portal to streamline access to agricultural services and information.
- Ecosystem Integration:** Integrate with ecosystem players' applications to offer value-added services and access to advisory content through an open API platform.
- User Engagement:** Implement features such as content engagement, recommendation engine, user-aware chatbot, and reward system to encourage active participation and knowledge sharing among farmers.
- Scalability and Accessibility:** Develop a robust system capable of accommodating a large user base, with an expected daily usage of 2 lakh farmers and concurrent users of approximately 5,000.
- Artificial Intelligence:** AI based crop advisory and chatbot to answer the queries of the Farmers and decision support system.

Project Scope:

The project encompasses various phases, including requirement analysis, design and development, testing, deployment, SSL certification, user acceptance testing (UAT), training, integration with third-party applications, and post-implementation support for a period of 5 years. The scope also includes extensive features and functionalities tailored for farmers and administrative users.

Extensive Features:

The Unified Portal and mobile applications offer extensive features to cater to the diverse needs of farmers and administrative users. Some of the notable features include:

- Content Management System:** Allows department officials to tag content in English and Odia, enabling efficient organization and delivery of information.
- Integration with Government Systems:** Seamlessly integrates with government systems applications like Krushak Odisha, GO SUGAM, Seed DBT, SAFAL, Soil Health Card, Digital Crop Survey to provide comprehensive agricultural benefits, services and advisory.
- Linkage with Private Ecosystem Players:** Ability to connect with private ecosystem players in the market and request for their services and to avail the services requested.
- User Engagement:** Facilitates user engagement through content engagement, likes, comments, sharing on social media, and a reward system for active participation.
- Personalized Advisory:** Employs a recommendation engine to deliver personalized content suggestions based on user preferences, search history, and agronomic data.
- AI Chatbot:** Offers user-aware AI based chatbot support to resolve queries, provide assistance, and deliver personalized recommendations.
- Decision Support System:** Offers user-aware AI based decision support system for advisory and cropping to improve the efficiency in decision making.
- Multimedia Support:** Allows users to upload best practices, schedule video calls, and integrate with YouTube for additional multimedia content.



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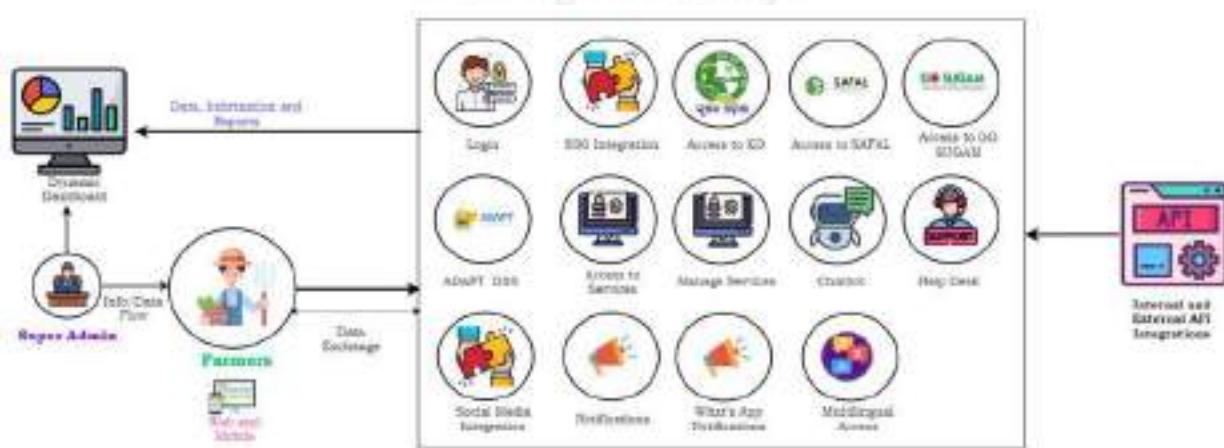
9. **Crop Calendar:** Generic and customized the crop calendar generation based on the Farmer's input to improve the decision making.
10. **Recommendation and Suggestion:** Recommendation and suggestion to the Farmers based on their agriculture records, search history and services availed through Meta Ranking,
11. **Reward System:** Rewards users with points for engagement and referrals, with the ability to redeem points for rewards both online and offline.
12. **Administrative Features:** Provides administrators with a suite of tools for user management, telemetry analysis, data visualization, content management, and system configuration.

Benefits Post Implementation:

The Unified Portal for Farmers in Odisha represents a significant step towards leveraging technology to empower farmers with access to personalized agronomic advisory, government services, and ecosystem resources. By integrating innovative features and ensuring scalability and accessibility, the aims to enhance agricultural productivity, promote sustainable practices, and improve the livelihoods of farmers across the state. The Farmer in Odisha will get benefitted and get one stop solution for all their agriculture related work.

Output:

- Improved farmer productivity
- Enhanced satisfaction level
- 24/7 support
- Improve decision making for the Farmers
- One stop solution for all the agriculture activities for the Farmers
- AI based modules to enhance the yield of the Farmers.



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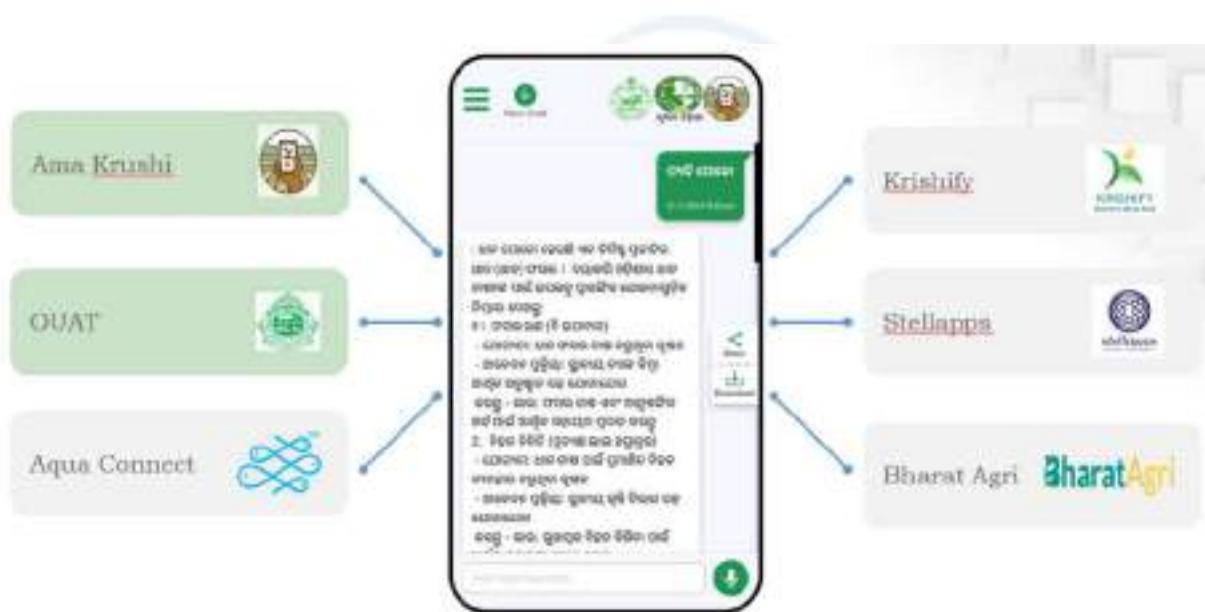
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- Advisory covering multiple topics
Technologies | Specific Information | Weather Alerts
- Conversant in Odia via speech & text
Speech to text | Transliteration | Transliteration
- Verified content can be pushed to users
Department content repository and OUAT best practices being used
- Content can be augmented from Pvt. ecosystem
Content can be pulled from any university / agri-tech platform



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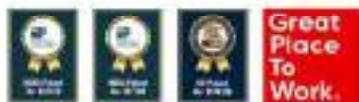
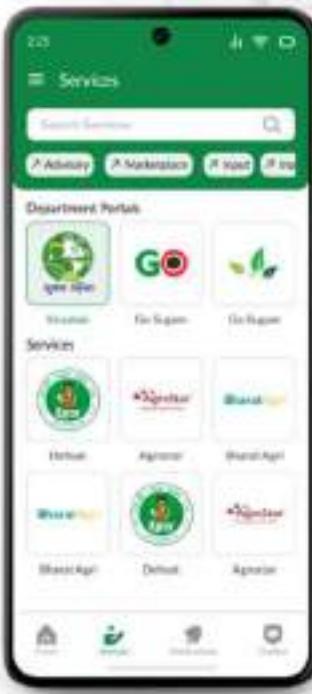
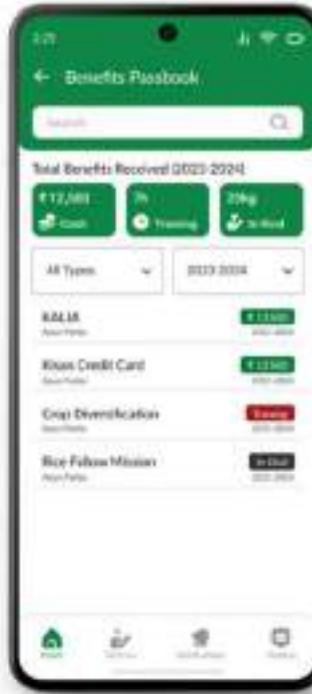
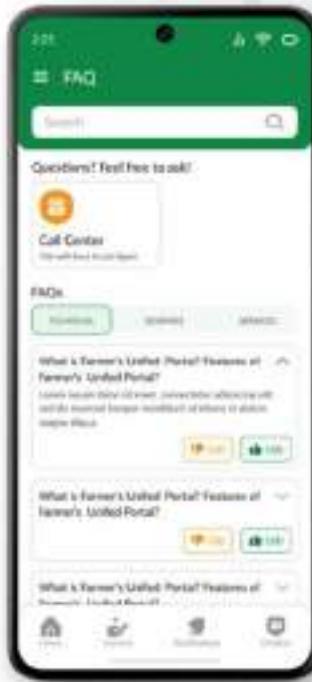
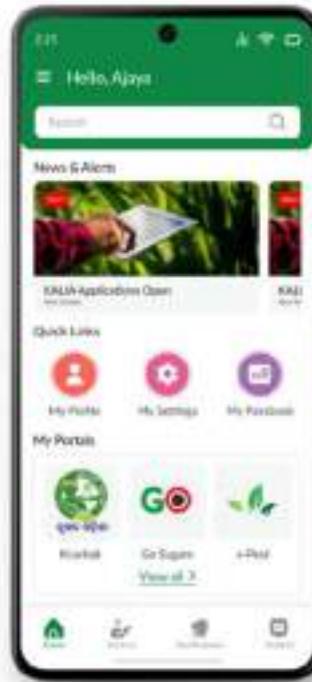




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6.1 OCAC – Farmer Advisory Portal

Client: Department of Agriculture & Farmers' Empowerment, Govt. of Odisha.

Project Start Date: January 2024

Project Status : ' Go Live ' Certified

Website Url: <https://fup.odisha.gov.in/>

Mobile App: <https://play.google.com/store/apps/details?id=com.odisha.ocacfup>

Project Background: The Department intends to implement a Farmers' Advisory Portal to provide a one-stop solution for farmers to consult when they seek views/suggestions on various farm related activities, agricultural & allied sector practices, farm produces/crop information, weather forecasts etc. and to be a ready access to the information related to farmers' specific needs. The portal will be a knowledge base for Farmers, Extension Workers, Department officials, Suppliers, Dealers, Manufacturers & Entrepreneurs and will be beneficial for the Farmers of the state to get the real time information about agriculture.

Salient features:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. User Management 2. Interactive Dashboard 3. System Health Dashboard 4. Telemetry 5. Integrations with DAFE Systems (GO SUGAM, SAFAL-Credit Portal, Krushak Odisha, Seed DBT) 6. Integration with Automated Weather Station 7. SMS/eMail/Social media (Facebook, Instagram, Twitter) Implementation 8. Ama Krushi AI Chatbot | <ol style="list-style-type: none"> 9. Benefit Passbook 10. Soil Health Card 11. Digital Crop Survey 12. Farmer's eKYC Status 13. Grievance Redressal 14. Scheme Eligibility Calculator 15. Notification Service 16. Price Discovery System 17. Discovery for farm equipment renting 18. Private Ecosystem Linkage for eMarket place |
|---|---|

Technology Stacks:



Development Methodology: Agile	Version Control & Repository Management: GitLab
Deployment & Automation Tools: CI/CD Pipeline	Architecture: microservices-based architecture Containerization: Kubernetes, Docker



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Annexure-J

AVAILABILITY OF TECHNICAL TEAM.

The bidder should mention the employee strength in India. The bidder needs to provide the details of key personnel / support staff as proposed by him for deployment on site for successful completion of this show.

1	Employee Strength	
S.No	Key personnel / support staff	Name and short biodata to be given by the bidder including Qualification/ CTC/ Experience/Expertise
(a)	Project manager	Ajaya Parida
(b)	Team Leader	Shibasrit Pradhan
(c)	Web developer/ Programmer	Pallavi Dhamane
(d)	Website Designer	Shubham Kashmire
(e)	Server System Analyst	Bhagwan Sahane
(f)	Database Administrator	Pravin Sonawane
(g)	Testing Engineers	Swapnil Bhusal
(h)	Supportive manpower	Sachin Shewale (Sr. Developer)
(i)	Other Manpower	Mayuri Adsure UI&UX Designer

We hereby declare that, once selected as the successful bidder, we will provide the one-month salary slip / CTC details of concerned team members involved in the project.

Thanking you,



For ESDS Software Solutions Ltd.

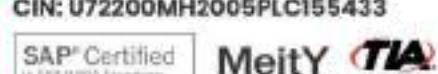
Name: Mr. Utpal Saha

Designation: Director – Sales

Name of the: ESDS Software Solutions Ltd



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Curriculum Vitae (CV)

- A. Proposed Position: Project Manager
B. Name of Staff: Ajaya Parida
C. Contact Details (Email & Mobile No.): Ajaya.Parida@esds.co.in, 99719 98546
D. Areas of Expertise:

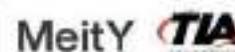
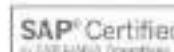
- ❖ Team Collaboration & Leadership
- ❖ Requirement Analysis
- ❖ Team Building and mentoring
- ❖ Client Relations and Presentations
- ❖ Costing and Budgeting
- ❖ Project Scheduling
- ❖ Risk Management
- ❖ Quality Assurance & Control
- ❖ Communication & Stakeholder Management
- ❖ Change Management

- E. Date of Birth: 17/10/1976
F. No. of Years with the Current Organization: 6.7 Years
G. Total Years of Experience: 20 Years
H. Nationality: Indian
I. Educational Qualification:

SN	Qualification Obtained	Institution	Year of Passing
1	Masters in Computer Application	DDCE, Utkal University, Bhubaneswar, Odisha	2012
2	Bachelor of Science	B.B. College, Utkal University, Bhubaneswar, Odisha	1997



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Toll Free: 1800 209 3006 | **Email:** getintouch@esds.co.in



J. Membership of Professional Associations: MIMA (Member, Indian Management Association)

K. Professional Certifications:

- ❖ Project Management Professional (PMP)

L. Other Training: Scrum Master, JIRA, CMMI Level 5 Audit and Compliance

M. Countries of Work Experience: India

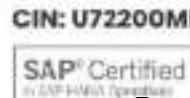
N. Languages:

Sl. No.	Languages	Speak	Read	Write
1	Hindi	Yes	Yes	Yes
2	English	Yes	Yes	Yes

O. Experience:

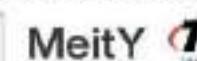
From/To	Jun 2019 to Present
Employer	ESDS Software Solution Limited
Position held	Project Manager
Key Duties Assigned:	Project planning, Team coordination, Stakeholder management, Timeline management, Risk mitigation, Quality assurance, Performance monitoring till project closure.

From/To	Nov 2003 to May 2019
Employer	Books Cybertech Pvt. Ltd.
Position held	Project Manager
Key Duties Assigned:	Project planning, Team coordination, Stakeholder management, Timeline management, Risk mitigation, Quality assurance, Performance monitoring till project closure.
From/To	Dec 2001 to Oct 2003
Employer	C.M Avant Garde
Position held	Team leader Software developer
Key Duties Assigned:	Technical guidance, Task allocation, Code quality review, Mentorship, Collaboration, Documentation



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P. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

Name of assignment:	Project 1. Krushak Odisha Unified Portal,
Year:	2020 - 2023
Location:	Odisha
Client:	Govt. of Odisha, Govt of India
Main project features:	<p>Unified Farmer Services: A centralized platform enabling farmers to apply for and benefit from government schemes, subsidies, and financial assistance under a single window.</p> <p>Personalized Advisory and Notifications: Provides personalized notifications and agricultural advice based on user-specific data, including crop recommendations, weather updates, and scheme eligibility.</p> <p>Integrated Database and Access: Consolidates farmer data for seamless integration and access, supporting decision-making for stakeholders and policymakers.</p> <p>User-Friendly Digital Tools: Offers downloadable resources such as soil health cards, detailed work plans, and other critical farming documents in an accessible format.</p> <p>Grievance Redressal and Query Resolution: Includes a chatbot and decision support system to resolve farmer queries, provide scheme-related information, and assist in real-time decision-making.</p>
Positions held:	Project Manager
Activities performed:	<ul style="list-style-type: none"> ◆ Project Planning and Risk Management: Managed project timelines, schedules, gap analysis, and risk assessment to ensure seamless IT implementation and delivery. ◆ Alignment with Specifications: Analyzed functional and technical specifications to ensure project objectives were met, incorporating AI-driven analytics solutions. ◆ Collaboration on Prototyping: Worked with Business Analysts to design wireframes and prototypes, ensuring client alignment through reviews and iterative feedback. ◆ Stakeholder Communication and Issue Resolution: Facilitated effective communication with stakeholders, monitored progress, and resolved issues to maintain project efficiency. ◆ AI-Driven Analytics Integration: Leveraged project management tools and methodologies to implement AI in analytics, enhancing decision-making and project outcomes.



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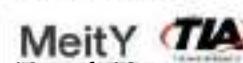


Name of assignment:	Project 2. Skills & Job Information System, OSDA
Year:	2022 - 2024
Location:	Odisha
Client:	Odisha Skill Development Authority
Main project features:	<ul style="list-style-type: none">◆ Unified Skill Development Platform: Facilitates a comprehensive platform for managing skill development programs, including enrollment, training, and certification for various sectors.◆ Job Matching and Placement: Integrates job matching algorithms to connect skilled individuals with suitable employment opportunities across industries.◆ Data-Driven Insights: Employs analytics to monitor skill development progress, identify demand-supply gaps, and support evidence-based policymaking.◆ Multi-Stakeholder Collaboration: Enables seamless coordination among training providers, employers, and government agencies for effective program implementation.◆ User-Friendly Interface: Offers intuitive dashboards and portals for trainees, employers, and administrators, enhancing accessibility and transparency in operations.
Positions held:	Project Manager
Activities performed:	<ul style="list-style-type: none">◆ Project Management and Risk Assessment: Oversaw project plans, schedules, change requests, gap analysis, and risk management activities to ensure smooth execution of IT implementation projects.◆ Requirement Documentation and Specification Analysis: Analyzed functional and technical specifications and prepared detailed Business Requirement Documents (BRD) to align with project objectives.◆ Wireframes and Prototyping: Collaborated with Business Analysts to develop wireframes and prototypes, incorporating AI-driven analytics features for client reviews and feedback.◆ Documentation Review and Validation: Verified functional documents, including pre-Lower Level, High-Level, and Software Development Documents, ensuring accuracy and consistency.◆ Change Management: Effectively managed change request items, ensuring seamless integration of AI in analytics within the project lifecycle.



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Name of assignment:	Project 3. ERP, INS (Indian Naval Ship) Eksila
Year:	2020 - 2023
Location:	Delhi
Client:	Govt of India
Main project features:	<ul style="list-style-type: none"> ◆ Integrated Resource Planning: Streamlines maintenance, inventory, and operational workflows through a unified ERP platform tailored for naval operations. ◆ Asset and Inventory Management: Enables real-time tracking and management of naval assets, spare parts, and inventory for optimal resource utilization. ◆ Maintenance Management: Supports predictive and scheduled maintenance processes, ensuring high operational efficiency and minimizing downtime. ◆ Comprehensive Reporting and Analytics: Provides detailed dashboards and analytics for monitoring performance, resource allocation, and operational readiness. ◆ User Role-Based Access: Implements secure role-based access for personnel, ensuring data confidentiality and system integrity across departments.
Positions held:	Project Manager
Activities performed:	<ul style="list-style-type: none"> • Developed and managed comprehensive project plans for IT implementation projects, including schedules, change requests, gap analysis, and risk mitigation strategies, ensuring seamless project execution. • Analyzed and interpreted functional and technical specifications to align project deliverables with business objectives and AI analytics requirements. • Prepared detailed Business Requirement Documents (BRD) to capture project scope and objectives, focusing on integrating AI-driven analytics. • Collaborated with Business Analysts to design and review wireframes and prototypes, ensuring they met client expectations and facilitated effective feedback. • Verified and validated technical documents, including pre-Lower Level Documents, High-Level Documents, and Software Development Documents, for accuracy and compliance. • Managed and implemented change request processes, ensuring seamless integration of AI analytics capabilities into IT systems..



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Curriculum Vitae (CV)

- A. Proposed Position: Team Leader
- B. Name of Staff: Shivasrit Pradhan
- C. Contact Details (Email & Mobile No.): shivasrit.pradhan@esds.co.in, 9911230014
- D. Areas of Expertise:
- ❖ Project management
 - ❖ Software development
 - ❖ Software designing
 - ❖ Training and development
 - ❖ Requirement gathering
 - ❖ Team management
 - ❖ End to end Project management
 - ❖ Risk management
 - ❖ Understanding requirements and accordingly developing specifications & project scope baseline
 - ❖ Preparing test plan, installation plan, risk management plan and change management plan
 - ❖ Generating project status reports, system test reports and project estimation sheet
 - ❖ Developing system design documents
- E. Date of Birth: 23/05/1976
- F. No. of Years with the Current Organization: 3.5 Years
- G. Total Years of Experience: 20 Years
- H. Nationality: Indian
- I. Educational Qualification:

SN	Qualification Obtained	Institution	Year of Passing
1	Masters in Computer Application	DDCE, Utkal University, Bhubaneswar, Odisha	2006
2	Bachelor of Science	B.B. College, Utkal University, Bhubaneswar, Odisha	1996



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J. Membership of Professional Associations: MIMA (Member, Indian Management Association)

K. Professional Certifications:

- ❖ PMP from PMI USA
- ❖ Innovation and Information Technology Management for IIM BangaloreX
- ❖ SCRUM fundamentals
- ❖ Global Trends for Business and Society from Wharton Online
- ❖ Digital Branding and Engagement from Curtin University
- ❖ Advanced HTML5 from W3C
- ❖ Computer Programming from IIT Bombay X
- ❖ ITIL
- ❖ Six Sigma
- ❖ Web Application Architecture from university of New Mexico
- ❖ Science of Everyday thinking from university of Queensland
- ❖ Datawise from HarvardX
- ❖ Behavioral Economics in Action from university of Toronto
- ❖ Learning How to Learn from university of California SAN Diego
- ❖ PGDCA from BDPS Mumbai

L. Other Training: NA

M. Countries of Work Experience: India

N. Languages:

Sl. No.	Languages	Speak	Read	Write
1	Hindi	Yes	Yes	Yes
2	English	Yes	Yes	Yes

O. Employment Record:



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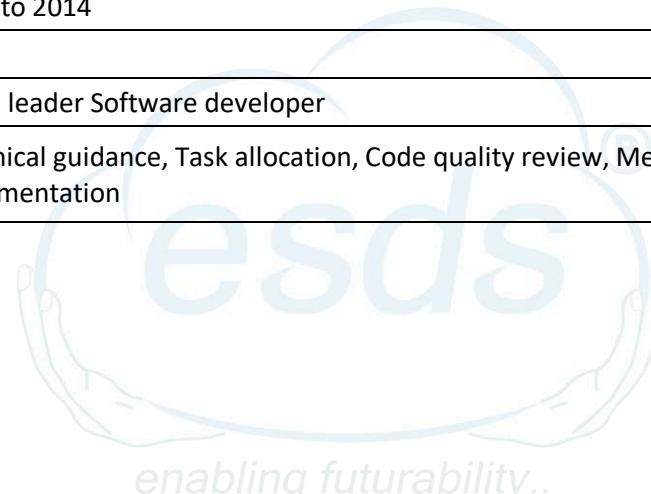
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From/To	2021 to Present
Employer	ESDS Software Solution Limited
Position held	Team Leader
Key Duties Assigned:	Project planning, Team coordination, Stakeholder management, Timeline management, Risk mitigation, Quality assurance, Performance monitoring till project closure.

From/To	2014 – 2021
Employer	Books Cybertech Pvt. Ltd.
Position held	Project Manager
Key Duties Assigned:	Project planning, Team coordination, Stakeholder management, Timeline management, Risk mitigation, Quality assurance, Performance monitoring till project closure.

From/To	2005 to 2014
Employer	BCPL
Position held	Team leader Software developer
Key Duties Assigned:	Technical guidance, Task allocation, Code quality review, Mentorship, Collaboration, Documentation



P. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

Name of assignment:	District Mineral Foundation, Food Import Clearance System & Delhi Metro Rail Corporation
Year:	2020 - 2023
Location:	Odisha, Delhi
Client:	Govt. of Odisha, Govt of India
Main project features:	FICS is scalable micro service-based application with robust performance tracker dashboard, Risk management system, MIS reporting, Data analytics



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	Online review functionality, Single-Sign on, Bi-lingual Support and integration with third party applications. DMF is a project information management system also experienced in managing grievance resolution, leveraging AI-driven analytics to streamline case tracking, identify trends, and improve response efficiency. Proficient in implementing data-driven solutions to enhance employee satisfaction and ensure compliance with organizational policies.
Positions held:	Project Manager
Activities performed:	Project planning, Systems study, Requirement gathering, Risk management Stakeholder engagement, Effort estimation, Onsite resource management. End to end project management for both these projects



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Curriculum Vitae (CV)

Sr. No.	Item	Details
1.	Name	Pallavi Vinod Dhamane
2.	Date of Birth	01/06/1985
3.	Profession/Present Designation	Web Developer
4.	Years with firm(ESDS)	2
5.	Total Experience (in Years)	9
6.	Relevant Experience in Java Development(in Years)	4
7.	Nationality	Indian
8.	Area of Specialisation	<p>Java Software Development</p> <ul style="list-style-type: none"> Experience in Struts2, JSP, Javascript, Spring Boot framework, JPA, Hibernate, REST API. Experience of writing Stored Procedure in MySQL. Experience in deployment of application to Tomcat and JBOSS server. Experience in VAPT points implementation on Java application. Gained functional abilities in requirement analysis, database designing, UML designing, coding in JAVA & software testing, etc. Excellent understanding of JAVA concepts and implementation of the same in studies. Wide experience in requirement analysis, UML designing, coding in JAVA & software testing. Wide experience in teaching. Deft at understanding requirements, design that requirements for developing the software, object orientation in JAVA coding, manual testing of software. Excellent analytical, negotiation & inter-personal skills with demonstrated communication and relationship management abilities
9.	Certifications	<ul style="list-style-type: none"> <u>SpringBoot3 And Spring6 with JAVA Ude my certificate</u> <u>Hashing in JAVA</u>
10.	Skills	<ul style="list-style-type: none"> Struts2, JSP, Spring Boot framework, JPA, Hibernate, REST API, MySQL workbench JAVA 8, Advanced JAVA(Swing, Database Connectivity). MySQL, MS Access. HTML, CSS, Javascript. UML Designing, SE, SMPM. Postman Windows operating system.



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11. Experience

Sr. No.	Projects Handled	Tasks accomplished	Period	Location
1.	NCGTC – ECLGS Web based application	<ul style="list-style-type: none"> 1. Working on banking domain application using struts framework. 2. Mysql, Stored procedure 3. VAPT points achieved on application. 4. Jboss and Tomcat deployment 5. Team handling responsibilities. 	2022 – till date	ESDS Software solution pvt ltd, Nashik
2.	OCR API	<ul style="list-style-type: none"> 1. Developed API for integration to OCR using Java, Spring boot framework, Mysql 2. Java 8 features used. 3. Developed scheduler for this API 4. Postman 	2023 to till date	ESDS Software solution pvt ltd, Nashik
3.	Card reader utility Desktop based application	<ul style="list-style-type: none"> 1. Working on desktop based application project in java Swing, Collection, Database Connectivity, Multithreading 2. Collecting the requirements. 3. Analysing the requirements and defining the tasks of the software. 	2021 - 2022	Dreambolix pvt ltd., Pune
4.	ERP (Enterprise Resource planning): Modules: Item Codification, BOM, Material planning Desktop based application	<u>Working on desktop based application project in java</u> <ul style="list-style-type: none"> 1. Swing, Collection, Database Connectivity, Multithreading <u>Requirements Analysis</u> <ul style="list-style-type: none"> 1. Collecting the requirements. 2. Analyzing the requirements and defining the tasks of the software. <u>Coding</u> <ul style="list-style-type: none"> 1. Coding the Software according to the sequence diagrams. 2. Using the JAVA language for software coding. 3. Using the SQL for writing stored procedure for MySQL. 	2006 – 2008	Sungrace Infotech, Nashik



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		<p>Software Testing</p> <ol style="list-style-type: none"> 1. Testing the software according to user's requirements. 2. Testing the software according to designed use cases 3. Requirement Analysis. 4. Project planning 5. Project Execution and Development 6. New Business Development 7. Stakeholder and Sr. Management Meeting 8. End-to-end project management 		
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12. Qualification/Education

Period	Name of College	Degree	Location
2009	KTHM College	Master in Computer Science	Nashik, University – Pune
2005	KTHM College	B.Sc. Computer Science	Nashik, University – Pune

13. Experience

Period	Name of Organisation	Position	Location of assignments
April 2022 to Till Date	ESDS Software Solution Ltd	Web Developer	Nashik
Dec 2021 to April 2022	Dreambolix pvt ltd.	Java Developer	Pune
Dec 2020 to Jan 2022	ShivChatrapati college	Lecturer for M.Sc.Computer, B.Sc.Computer	Sambhaji Nagar
June 2014 to Feb 2015	ShivChatrapati college	Lecturer for M.Sc.Computer, B.Sc.Computer	Sambhaji Nagar



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July 2011 to May 2012	C.T.Bora College	Lecturer for BCS and MCS	Pune
Aug 2010 to Nov 2010	Ashoka Universal	Visiting faculty for MCM degree	Nashik
Jan 2010 to July 2010	Siddhesh Infotech	Teacher for programming languages	Jalgaon
June 2006 – May 2008	Sungrace Infotech	Software Engineer (Java)	Nashik

10. Language Skills (Verbal & Written)

- English
- Hindi
- Marathi



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Curriculum Vitae (CV)

1. Basic Information

Sr. No.	Item
1.	Full Name Shubham Gorakh Kashmire
2.	Date of Birth 27/09/1994
3.	Profession/Present Designation Lead UI UX Designer
4.	Years with firm (ESDS) 2 years
5.	Total Experience (in Years) 8.5 years
6.	Nationality Indian
7.	Area of Specialisation UX Design, UI Design, User Research, Front-End Development
8.	Skills UI UX Design, UX Research, Human-Centered Design (HCD), Design Thinking, Usability Testing, A/B Testing, User Journeys, Accessibility (WCAG 2.2, ARIA), Design Systems, Wireframing, Prototyping, Interaction Design, Visual Design, Storyboarding, Typography, Front-end Development, Agile UX, Generative AI
9.	Certifications Usability and Accessibility, UX/UI Design



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2. Project Experience

Sr. No.	Project Name	Key Deliverables	Duration	Role
1.	eNlight 360	Cloud and Infra Monitoring Platform Design	1 year	Lead UI UX Designer
2.	NEDFi (NERACE)	Mobile App and Web Portal Design	1 year	Lead UI UX Designer
3.	OCAC-FUP	Mobile App and Web Portal Design	1 year	Lead UI UX Designer

3. Qualification/Education

Period	Name of University	Name of College	Degree/Specialization	Location
2013-2016	Savitribai Phule Pune University	K. K. Wagh Engineering and Research Institute	B.E. Computer Engineering	Nashik
2010-2013	Mumbai University	K. K. Wagh Polytechnic	Diploma in Computer Technology	Nashik



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4. Experience

Period	Name of Organisation	Position	Summary of activities performed
2016-2020	Eagle Peak Biz Solution Pvt. Ltd	Team Lead	Managed projects, tracked progress and timelines, delivered tested ERP and CRM business processes, built analytical dashboards using SSAS. Conducted client requirement sessions and provided on-site deployment support in Germany
2020-2023	Eagle Peak Biz Solution Pvt. Ltd	UI UX Designer & Lead Front-End Developer	Redesigned configuration dashboard for cloud ERP CRM platform. Optimized information architecture and user journeys through UX research, personas, and empathy mapping. Delivered wireframes, high-fidelity designs and interactive prototypes with iterative usability testing. Designed e-commerce platform for German manufacturing client. Optimized user journeys and CTAs through research and testing. Converted ERP CRM web app to Progressive Web App (PWA) with offline



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			capabilities and notifications
2023-Present	ESDS Software Solution Pvt. Ltd	Lead UI UX Designer	Redesigned monitoring dashboards using data-driven insights, improving information architecture, visual hierarchy, and navigation, enhancing information clarity, Led design of Agri e-Connect platform (web/mobile), facilitating direct trader-farmer transactions in agriculture sector. Implemented mobile-first approach for core features, Designed Agri Advisory platform (web/mobile) delivering personalized agronomic insights, government schemes, and weather guidance to farmers, Implemented WCAG 2.2 AA accessibility standards, conducting audits using Google Lighthouse, WAVE

5. Membership in Professional Association and Publications

Interaction Design Foundation

6. Language Skills (Verbal & Written):

English, Hindi, Marathi, German



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Curriculum Vitae (CV)

1. Basic Information

Sr. No.	Item	
1.	Full Name	Bhagwan Vitthal Sahane
2.	Date of Birth	4 th Jun 1989
3.	Profession/Present Designation	Server System Analyst
4.	Years with firm (ESDS)	7.6 Years
5.	Total Experience (in Years)	8.10 Years
6.	Nationality	Indian
7.	Area of Specialisation	<ul style="list-style-type: none">• MVC Framework: PHP CodeIgniter• Database: MySQL, PostgreSQL• Payment Gateways• REST/SOAP API Development and Integration



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8.	Skills	<ul style="list-style-type: none"> • PHP • MySQL, PostgreSQL Databases • HTML, JavaScript, JQuery • CodeIgniter • WHMCS Billing • Payment Gateways • API Development and Integration • GST/E-Way Bill/E-Invoice APIs Integration • DigiLocker Integration • E-Sign Integration
9.	Certifications	<ul style="list-style-type: none"> • Project Management Crash Course • Agile Scrum Foundation • Introduction to Project Management • REST API Design - The Complete Guide

2. Project Experience

Sr. No.	Project Name	Key Deliverables	Duration	Role
1	DDA	Admin Portal to Manage Expired Domains Data.	2 Months	Developer
2	Domain Backorder	Client Area Module for Backorder Expiring Domains.	1 Months	Developer
3	CSC Site Builder	Client Area Module for Creating CSC Website using Site Builder.	1 Months	Developer
4	SFA	Web Portal and Mobile App Web Services.	2 Moths	Developer
5	Project Management	Admin & User Panel to Manage Different Activities of Project Management.	2 Months	Developer
6	Doctor Portal	Admin, Staff & Patient Panel for Hospital Management.	4 Months	Lead Developer
7	DBMS	Admin & Staff Panel for Database Management System for Data Analysis Company.	4 Months	Lead Developer



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8	ESDS Billing Portal	Development	1 Year	Lead Developer
9	Indian Institute of Banking & Finance (IIBF) portal	Analysis, DB design, development and maintenance	1 Year	Lead Developer
10	EUKBilling - Referral Module	Design and Development	1 Month	Lead Developer
11	GSTeFile	Development & Lead	5 Months	Lead
12	EUKBilling – WHMCS Payment Gateway Modules	Development	1 Month	Lead Developer
13	EUKBilling – WHMCS Addon Module	Development	1 Month	Lead Developer
14	Survey System for Maharashtra State Election Commission	Development and Lead	1 Month	Lead Developer
15	Order Tracker	Lead	3 Months	Lead
16	IPAS Website CMS	Lead	2 Months	Lead
17	SPOCHUB	Development and Lead	1.5 Years	Lead Developer
18	MIDC Permission Portal	Development and Lead	2 Months	Lead Developer
19	UNDP Survey Application	Lead	4 Months	Lead
20	NMC	Lead	2 Months	Lead
21	MCGM Mobile APP API	Development and Lead	2 Months	Lead Developer
22	DMF	Lead	4 Months	Lead



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23	AltaVida	Lead	2 Months	Lead
24	J&K Bank DigiLocker	Development and Lead	2 Months	Lead Developer
25	IPeG	Lead	6 Months	Lead
26	J&K CAMPA	Lead	2 Months	Lead

3. Qualification/Education

Period	Name of University	Name of College	Degree/Specialization	Location
June 2011 - April 2014	MET, Bhujbal Knowledge City, Nashik	M. C. A.	Nashik	Nashik
June 2007 - April 2010	Bytco College, Nashik Road	B. Sc. (Comp. Science)	Nashik	Nashik

4. Experience

Period	Name of Organisation	Position	Summary of activities performed
July 2014 - Oct 2015	Datavision ITC	PHP Developer	Nashik
Nov 2015 - till date	ESDS Software Solutions Pvt. Ltd.	Server System Analyst	Nashik



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5. Membership in Professional Association and Publications

6. Language Skills (Verbal & Written)

- English
- Hindi
- Marathi



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Curriculum Vitae (CV)

1. Basic Information

Sr. No.	Item	
1.	Full Name	Pravin Baijunath Sonawane
2.	Date of Birth	14 th November, 1979
3.	Profession/Present Designation	Head – Database Administrator
4.	Years with firm (ESDS)	13+ Years
5.	Total Experience (in Years)	16+ Years
6.	Nationality	Indian
7.	Area of Specialisation	<ul style="list-style-type: none">• Software Development• DevOps• Infrastructure• Quality Assurance



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8.	Skills	<ul style="list-style-type: none"> Team Leadership and Management Strategic Planning and Execution Decision Making and Problem Solving Cross-Functional Collaboration Continuous Improvement and Innovation Process Automation Effective Communication and Stakeholder Management Technical Proficiency in DevOps, QA, and Infrastructure Management
9.	Certifications	<ul style="list-style-type: none"> Software Architecture ITIL Foundation

1. Project Experience (Some of the projects during the tenure)

Sr. No.	Project Name	Key Deliverables	Role
1.	DevOps	CI/CD Pipeline of Project/Products across Software Division	Head
2.	Infrastructure	Infrastructure Management of Software Division	Head
3.	QA	Management of Testing Team of Software Division	Head

Sr. No.	Project Name	Summary of activities performed
1.	ESDS	<ul style="list-style-type: none"> Lead and manage QA, DevOps, and Infrastructure teams to ensure smooth and efficient software deployments.
2.	Vtmscan	<ul style="list-style-type: none"> Develop and implement deployment strategies, leveraging CI/CD pipelines and automation tools to streamline processes.



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3.	Mahacmletter (State Education Department)	Coordinate with development, QA, and operations teams to optimize release schedules and resolve deployment issues
4.	Nerace	<ul style="list-style-type: none"> Implemented best practices for QA planning and execution, including automation of testing processes and development of automated scripts.
5.	Krushak Odisha FUP	<ul style="list-style-type: none"> Drive continuous improvement initiatives to enhance deployment workflows and mitigate risks

4. Qualification/Education

Period	Name of University	Name of College	Degree/Specialization	Location
July 1999- June 2004	Pune University	NDMVP Cidco College, Nashik	Bachelor of Computer Science	Nashik

5. Experience

Period	Name of Organisation	Position	Summary of activities performed
Oct 2023 - Present	ESDS Software Solution Ltd.	Head - Database Administrator	<ul style="list-style-type: none"> Lead and manage QA, DevOps, and Infrastructure teams to ensure smooth and efficient software deployments. Develop and implement deployment strategies, leveraging CI/CD pipelines and automation tools to streamline processes. Coordinate with development, QA, and operations teams to



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			<p>optimize release schedules and resolve deployment issues.</p> <ul style="list-style-type: none">Implemented best practices for QA planning and execution, including automation of testing processes and development of automated scripts.Oversee infrastructure design, implementation, and maintenance to support scalable and secure deployments.Drive continuous improvement initiatives to enhance deployment workflows and mitigate risks.Provide weekly reports to senior management, highlighting key performance indicators, project statuses, and recommendations for improvement.Conducted hiring and training activities, developed training materials, and facilitated weekly review meetings with each team.Stay updated on industry trends and emerging technologies in deployment and DevOps practices.
Mar 2020 – Sept 2023	ESDS Software Solution Ltd.	Development Manager	<ul style="list-style-type: none">Established, optimized, and executed product



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			<p>development strategies based on company goals, market research, and customer feedback.</p> <ul style="list-style-type: none">• Collaborated with senior leadership to define product requirements and features.• Led a team of over 20+ software engineers in analyzing and building product features.• Mentored team leaders and engineers through onboarding and ongoing development.• Provided weekly development status reports to higher authorities, including progress updates and milestone achievements.• Offered technical guidance during review meetings and Architecture Review Board(ARB) sessions.• Worked closely with technical writers and Business Analysts to ensure accurate product documentation, providing demonstrations, walkthroughs, and reference materials as needed.
Apr 2014 – Feb 2020	ESDS Software Solution Ltd.	Asst. Project Manager	<ul style="list-style-type: none">• Supported senior managers and software engineers by completing product



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			<p>features and problem resolution under tight schedule demands.</p> <ul style="list-style-type: none">• Mentored and guided associates in approaches designed to exceed expectations of company and customers.• Closely collaborated with product development members to identify and quickly address problems.• Wrote highly maintainable, solid code for product system, forming core framework and earning consistent praise from subsequent developers and managers.• Worked with software development and testing team members to design and develop robust solutions to meet client requirements for functionality, scalability and performance
Jan 2011 – Mar 2014	ESDS Software Solution Ltd.	Sr. Software Engineer	<ul style="list-style-type: none">• Revised, modularized and updated old code bases to modern development standards, reducing operating costs and improving functionality.• Collaborated with project managers to



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			<p>select ambitious, but realistic coding milestones on pre-release software product development.</p> <ul style="list-style-type: none">• Designed and maintained streamlined, reusable and reliable code for use within distributed cloud environments.• Participated in cross-functional projects while working in lean development environments.• Written Server side and client-side code for Products in technologies like PHP, Perl, Python, MySQL, HTML, CSS, JavaScript, specifically with MVC framework like CodeIgniter, Laravel and Lumen.
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6. Membership in Professional Association and Publications - No

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7. Language Skills (Verbal & Written)

- English
- Hindi
- Marathi



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Curriculum Vitae (CV)

1. Basic Information

Sr. No.	Item	
1.	Full Name	Swapnil Shantaram Bhusal
2.	Date of Birth	05/10/1989
3.	Profession/Present Designation	Testing Engineers
4.	Years with firm (ESDS)	8 years 5 months
5.	Total Experience (in Years)	10 years 9 months
6.	Nationality	Indian
7.	Area of Specialisation	<ul style="list-style-type: none"> • Quality Assurance Strategy & Leadership • Functional & Non-Functional Testing • Test Planning, Execution & Team Management • Automation Testing (Selenium, BDD-Cucumber, Katalon Studio) • Performance Testing (JMeter) • API Testing • End-to-End Testing for Web and Mobile Applications • Agile & Scrum Methodologies • Defect Management & Root Cause Analysis • Continuous Integration / Continuous Testing • QA Process Improvement & CMMI Documentation • Cross-Functional Team Collaboration • Environment Setup & Test Infrastructure Monitoring • Tools Implementation
8.	Skills	<p>Testing Types</p> <ul style="list-style-type: none"> • Functional, Regression, UAT • Performance, Load & Stress Testing • API (REST/SOAP) Testing <p>Test Management & Defect Tracking</p> <ul style="list-style-type: none"> • JIRA, TestLink / Zephyr • Bug Life Cycle Handling • Test Plan, Test Strategy, Test Case Creation • RCA (Root Cause Analysis), Test Summary Reports <p>Process & Methodology</p>



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		<ul style="list-style-type: none"> Agile/Scrum Process SDLC & STLC <p>Testing Tools & Frameworks</p> <ul style="list-style-type: none"> Selenium WebDriver, BDD-Cucumber, Katalon Studio JMeter, Postman Sikuli for Image-Based Testing Understanding of AI tools – Testrigor, TestSigma. <p>Soft Skills & Leadership</p> <ul style="list-style-type: none"> Team Mentoring & Resource Management Sprint Planning & Delivery Coordination Documentation & Knowledge Sharing
9.	Certifications	

2. Project Experience

Sr. No.	Project Name	Key Deliverables	Duration	Role
1.	IPAS	Test Data Management, Test Plan, Test Strategy, Test Execution, Defect Tracking, Document Review, Automation suite preparation, Performance Testing	24 Aug 2023 - till date	QA Lead
2.	NCGTc	Test Data Management, Test Plan, Test Strategy, Test Execution, Defect Tracking, Document Review, Automation suite preparation	1 April 2021 - 1 June 2024	QA Lead
3.	VTMScan	Test Data Management, Test Plan, Test Strategy, Test Execution, Defect Tracking, Document Review, Automation suite preparation, Performance testing	22 Mar 2018 – till date	QA Lead
4.	IPeG	Test Data Management, Test Plan, Test Strategy, Test Execution, Defect Tracking, Document Review, Automation suite preparation.	01 Sep 2022 - till date	QA Lead
5	SESD	Test Data Management, Test Plan, Test Strategy, Test Execution, Defect Tracking, Document Review, Automation suite	2 Jan 2024 - 5 Mar 2024	QA Lead



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		preparation. API Testing, Security testing, Performance testing		
6	DMF	Test Execution, Defect Tracking, Document Review.	03 Sep 2021 to 14 Sep 2022	QA Lead
7.	eNlight360	Functional & regression testing, Automation testing, Patch Monitoring module, Self-service portal testing, API Testing.	16 Nov 2017 – till date	Assistant Manager -QA

3. Qualification/Education

Period	Name of University	Name of College	Degree/Specialization	Location
July 2010 – June 2013	Pune University	IBMR College Pune	MCA	Pune
July 2007 – June 2010	Pune University	CMCS College Nashik	BCA	Nashik

4. Experience

Period	Name of Organisation	Position	Summary of activities performed
Nov 2016 – Till date	ESDS Software Solution Ltd.	Testing Engineers	<ul style="list-style-type: none"> Leading QA efforts for product and bespoke projects; overseeing test planning, execution, and reporting Defect Tracking Implementing and managing automation frameworks using



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			<p>Selenium, BDD-Cucumber Performing performance and security testing using JMeter and Burp Suite</p> <ul style="list-style-type: none">• Managing a cross-functional QA team• Handling UAT coordination• CMMI documentation,• Ensuring quality deliverables across multiple web and cloud-based applications.• Mentoring junior QA members to enhance their technical and domain knowledge
July 2014 – Nov 2016	AlphaSoft infotek Ltd.	QA Engineer	<ul style="list-style-type: none">• Conducted functional, regression, and integration testing of Web application• Created and executed test cases• Logged and tracked defects• Collaborated with development teams• Performed basic API and database validation• Participated in release cycles and ensured quality adherence through testing processes.



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5. Membership in Professional Association and Publications

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6. Language Skills (Verbal & Written): English, Hindi, Marathi



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Curriculum Vitae (CV)

1. Basic Information

Sr. No.	Item	
1.	Full Name	Sachin Walmik Shewale
2.	Date of Birth	01/06/1987
3.	Profession/Present Designation	Sr. Software Developer
4.	Years with firm (ESDS)	1 Year
5.	Total Experience (in Years)	9 Years
6.	Nationality	Indian
7.	Area of Specialisation	I have proficiency in .NET programming languages, knowledge of the C#, ASP.NET, MVC framework and SQL Server, understanding of software design patterns, and excellent troubleshooting and communication skills. They are detail-oriented and familiar with Agile methodologies.



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8.	Skills	<ul style="list-style-type: none">VB.Net, C#.Net, ASP.Net, Sql Server, JavaScript, Ajax, MVC .Net, Problem Solving, Interaction with Client, Team Handling, Server (IIS) related configuration.
9.	Certifications	<ul style="list-style-type: none">Perusing Asp.Net MVC 5

2. Project Experience

Sr. No.	Project Name	Key Deliverables	Duration	Role
1.	NCGTC Surge Application	Working/Completed New CR's. within time. Responsible Production Deployment.	1 Year	Lead Developer for the Current Project. Coding, Database handling.

3. Qualification/Education

Period	Name of University	Name of College	Degree/Specialization	Location
2011-2013	Pune University	MSG College Malegaon. Nashik	Master in Computer Sci.	Malegaon
2007-2010	Pune University	MSG College Malegaon. Nashik	Batchelor in Computer Sci.	Malegaon
2005-2006	Maharashtra State Board	MSG College Malegaon. Nashik	HSC	Malegaon



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4. Experience

Period	Name of Organisation	Position	Summary of activities performed
April-2002 to till Date	ESDS Software Solution Ltd.	Sr. Software Developer	Working As .Net Developer
01 Nov 2018 To 30 Mar 2022	Bartech Data Systems.	Software Developer	Working .Net Developer
01 Jan 2018 to 31 Oct 2018	Modi Systems LLP.	Software Developer	Working As .Net Developer

5. Membership in Professional Association and Publications

6. Language Skills (Verbal & Written):

- 1) Marathi
- 2) Hindi
- 3) English



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Curriculum Vitae (CV)

1. Basic Information

Sr. No.	Item	
1.	Full Name	Mayuri Uttam Adsure
2.	Date of Birth	07-04-1991
3.	Profession/Present Designation	Specialist
4.	Years with firm (ESDS)	7 Years
5.	Total Experience (in Years)	9 Years
6.	Nationality	Indian
7.	Area of Specialisation	<ul style="list-style-type: none">• Software Front End design (Figma)• HTML5, CSS3, Java Scripts (Responsive Layouts)• Creating mock-ups and wireframes of application user interfaces• Mobile app layout design• Responsive website layout design• Website layout designing, landing page• React UI Component creation• React Validation
8.	Skills	<ul style="list-style-type: none">• Adobe Photoshop, Figma• HTML5, CSS3, Java Scripts (Responsive Layouts)• VS code• React Js• Mobile app layout design• Responsive Designs



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9.	Certifications	
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2. Project Experience

Sr. No.	Project Name	Key Deliverables	Duration	Role
1.	MOSPI	Designed CMS and convert it into the react with validation	6 Month	Design front end developer
2.	RadioCity	Mockup Desing and HTML pages	1 year	Design front end developer
3.	PIMS	Mockup Desing and HTML pages	7 Month	Design front end developer
4.	App Support Projects	Change Request, Design changes, Website Maintenance	2 year	Design front end developer
5.				

3. Qualification/Education

Period	Name of University	Name of College	Degree/Specialization	Location
2014 to 2016	Pune University	KBTCOE	MCA	Nashik



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4. Company Experience

Period	Name of Organisation	Position	Summary of activities performed
2016 to 2018	ESDS Software Solution Pvt. Ltd. Nashik	UI & UX Designer	Nashik
2018 to Till Date	ESDS Software Solution Pvt. Ltd. Nashik	SR Web Designer	Nashik

5. Membership in Professional Association and Publications

N.A

6. Language Skills (Verbal & Written):

English, Hindi, Marathi



CERTIFICATE OF INCORPORATION NO U72200MH2005PLC155433



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ESDS SOFTWARE SOLUTION LIMITED

Registered Office: Plot No. B-24 & 25, NICE Industrial Area,
Satpur MIDC Road, Nashik, Maharashtra - 422 007.
Toll Free: 1800 209 3006 | Email: getintouch@esds.co.in



Annexure-L

DECLARATION

We do hereby accept the "Scope of Work, Bill of Quantities, General Terms & Conditions etc. as provided by the National Council of Science Museums along with the Tender documents for Development of a New Portal for SPoCS and MGA (Design, Development, Implementation with Maintenance and STQC (Standardization Testing and Quality Certification). The portal should deploy online application, processing and monitoring functions of SPoCS & MGS with 4 years of maintenance period beyond 1 year warranty as provided along with the tender documents, in the event of placement of any order on us. The NCSM shall be at liberty to cancel the order in full or part, in the event of failure of the above declaration made by us and forfeit the EMD submitted by us subject to the fact that the reasons are solely attributed to us and is not for any direct or indirect dependencies on NCSM and doesn't fall under General Force Majeure Clauses for which ESDS do not have any control.

Thanking you,



For ESDS Software Solutions Ltd.

Name: Mr. Utpal Saha

Designation: Director – Sales

Name of the: ESDS Software Solutions Ltd



CIN: U72200MH2005PLC155433

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Thank You!



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