GUIDANCE NOTES FOR

SELECTION OF IMPLEMENTATION AGENCIES

Ministry of Electronics & Information Technology

2017

This document is advisory in nature and aim to sensitize the bid management teams on good practices and harmonize/standardize the RFP clauses and terms & conditions. This document is accompanied by a   template document for preparation of RFP and a sample contract agreement.

The documents are based on existing Central Government Guidelines, feedback from stakeholders and prevalent international practices. However it is possible that the State Government / Purchaser may have their own specific procurement Guidelines which may or may not be consistent with the clauses of the RFP, Guidance notes or Contract Agreement.

It may be noted that these documents do not substitute or overrule any approvals currently required by the concerned Department/State Government/ Purchaser for finalization of the RFP. Accordingly it is advised that all necessary approvals are taken from appropriate authorities, as done before publishing of these model documents.

Glossary

1	ADB	Asian Development Bank
2	CVC	Central Vigilance Commission
3	DFID	Department for International Development
4	MEITY	Ministry of Electronics & Information Technology, Government of India
5	EOI	Expression of Interest
6	GFR	General Financial Rules
7	GoI	Government of India
8	ICT	Information and Communication Technology
9	MMP	Mission Mode Project
10	NeGP	National e-Governance Plan
11	NICSI	National Informatics Centre Services Inc.
12	O&M	Operations and Maintenance
13	OP	Outright purchase
14	OPE	Out-of-pocket expenses
15	PPP	Public Private Partnerships
16	RFE	Request for Empanelment
17	RFP	Request for Proposal
18	SOW	Scope of Work
19	T&M	Time and Material

Terms used in this Document

Terms	Meaning
Nodal Agency/ Purchaser	The nodal agency/Purchaser which is responsible for executing the project and assists the Department in carrying out the tendering. In case the Government department itself decides to carry out the tendering and execute the project, then the term "Nodal Agency/Purchaser" should be replaced by the Department.
Department	The Department is the ultimate "owner" of the project. The e-Governance is carried out within the domain of the department.
(Optional)	Certain clauses are optional to be put in the document and would depend on certain conditions. These may be included in the RFP, post establishing the relevance of the clause.

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Getting Started

Background

Government Procurement has always been under tight budgets and with scanners for right spends. It is therefore imperative that any Government entity initiating a procurement process, clearly understands the monetary impact on the assigned/planned budget and hence should, as a conduct, adopt certain threshold values for various types of Systems Integration procurements, as well as the common procurement methods mapped to them.

General Financial Rules, 2017 (GFR) provides guidelines on threshold values of procurement planning and helping decision makers on how to go about the financial due diligence in a tendering process.

Threshold Values Matrix

It is suggested that all public procurements should be made as suggested in GFR 2017, to ensure transparency and cost effectiveness. However, for small value procurements where bid process does not provides significant advantages, compared to time and cost required in bid process, GFR provides alternate methods of procurement, based on circumstances, accompanied by proper justification.

	Procurement for System Integration Products: Suggested Approach[1]				
SN	**Threshold**	**Limited tender**	**Advertized Tender**	**GeM**
1	Goods upto the value of ` 25,000	Purchase of goods without quotation		
2	Purchase of goods costing above ` 25,000 and upto ` 2,50,000/-	Purchase of goods by Purchase Committee / Advertized Tender		
3	Upto ` 25 lakhs for works and upto ` 10 lakhs for outsourcing of services	•	•	
4	More than ` 25 lakhs for works and more than ` 10 lakhs for outsourcing of services		•	
5	Goods and Services available on GeM[2].			•

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[1] These values are in INR Lakhs. These values need to be approved by the appropriate departments, before they are to be implemented

[2] (i) Up to Rs.50, 000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period. (ii) Above Rs.50,000/- and up to Rs.30,00,000/- through the GeM Seller having lowest price amongst the available sellers, of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by the Buyer if decided by the competent authority. (iii) Above Rs.30,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM.

Based on the tendering options suggested in the table above, the procurement process has to be initiated.

To assist the user, Model template Expression of Interest/Stage 1 & Request for Proposals has been provided along with these Guidance Notes for the Limited and Open tender. The user has to identify the right template which is to be filled in & customized with the help of these Guidance Notes to meet the project specific requirements.

The legal agreement is being provided separately, which can be used for a) Model RFP for SI Service Provider b) Model RFP Software Application Development & Maintenance. For a) Model RFP for Procurement of Data Entry Services and b) Model RFP for Hardware, the terms and conditions specified in the RFP meet the basic criterion. On acceptance of the same terms and condition the purposes of the contract agreement can be met.

1 Section I: Guidance Notes for First stage of Two–stage Bidding[1] / EOI

1.1 Objective

The objective of issuance of EOI document is to shortlist a potential list of bidders who have the basic competency, capacity and understanding of the solution required by the Government.

An **Expression of Interest (EOI)**, also called Request for Information (ROI), document / letter is the main channel for bringing up the tender list of a particular project when a limited two stage Bidding exercise is being processed.

An EOI process can be considered successful when:
- There is a successful shortlist of at least 7 to 8 competent suppliers
- The shortlisted suppliers have proven past experience and expertise in the required domain or function
- The entire suppliers short listing exercise has been concluded **within 5 weeks** from the date of issuance of the Advertisement for the EOI

1.2 Situations for Use / Context of Issuance

An EOI should be ISSUED under the following typical circumstances:

- It is not feasible to formulate detailed specifications or identify specific characteristics for the subject matter of procurement, without receiving inputs regarding its technical aspects from bidders; or
- The character of the subject matter of procurement is subject to rapid technological advances or market fluctuations or both; or
- Ministry/Department seeks to enter into a contract for the purpose of research, experiment, study or development, except where the contract includes the production of items in quantities sufficient to establish their commercial viability or to recover research and development costs; or
- The bidder is expected to carry out a detailed survey or investigation and undertake a comprehensive assessment of risks, costs and obligations associated with the particular procurement.
- Multiple solutions are possible
- Budget estimates are unclear (or flexible)
- For all SI Contract where the value of the contract is more than INR 25 Lakhs[1]

1.3 Procedure to Issue

1.3.1 Market Assessment

Before inviting Bidders, it is recommended that the Purchaser should:

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[1]Refer rule 164 of GFR 2017

- Try to identify around 8 potential interested SI agencies for this EOI– this would ensure that eventually 3-5 would bid for the tender
- Assess the capability and maturity of the market by capturing details on the likely number of interested OEMs and potential solutions

This would ensure that the EOI being developed would generate a fair competition & the Government would get best economical deal.

1.3.2 Advertisement / Invitation of Expression of Interest (Stage 1 RFP)

a. It is mandatory for all Ministries / Departments of the Central Government, their attached and Subordinate Offices and Autonomous / Statutory Bodies to publish their tender enquiries, corrigenda thereon and details of bid awards on the Central Public Procurement Portal (CPPP) and, as per GFR 2017.

(i)   The advertisement should also be published in the GeM portal and Website of the Government entity's (the end procurer of the system integration solution) or Purchaser.

(ii)   Additionally the Government entity may also send an email to all relevant SI Agencies in the market, specifically the empaneled SI Agencies carrying out various SI Implementation assignments with the Government Department, Purchaser and Department of Information Technology (State or Centre, as the case may be)

b. The EOI document should include a copy of the advertisement whereby SI Agencies are invited to submit their EOI. The advertisement must, amongst other things, include
- Time frame and timing for purchasing/obtaining the EOI
- how to get a copy of the EOI document
- contact information of the Purchaser with name of contact person
- the last date of submission of EOI

c. The Purchaser should give adequate time for the response. Ordinarily, the minimum time to be allowed for submission of bids should be three weeks from the date of publication of the tender notice or availability of the bidding document for sale, whichever is later. Where the department also contemplates obtaining bids from abroad, the minimum period should be kept as four weeks for both domestic and foreign bidders.

d. In case of a Limited tender, Copies of the bidding document should be sent directly by speed post/registered post/courier/e-mail to firms which are empaneled or have been shortlisted through an EOI process.

1.3.3   Introduction to the Project

EOI document should provide introduction to the project. It should cover at least the following information:

- (i)   Background and objective
- (ii)   Geographical Coverage of the project
- (iii)   Availability of the funding for the project
- (iv)   Timelines for the project

1.3.4   Instructions to the Bidders

The instruction to the bidder should include the following:
- (i)   Instructions regarding nature of job
- (ii)   Pre-Bid Meeting
- (iii)   Bidders Queries and responses
- (iv)   Bid Submission format
- (v)   Last date & place of submission;
- (vi)   Any related instruction

If as a part of EOI process, a Corrigendum is issued then the EOI response last submission date for the Bidders may be revised and extended by at least 10 days.

1.3.5   Broad Scope of Work

At an EOI Stage, the Purchaser may not have the requisite clarity on the Scope of Work (SOW). Hence the SOW may be provided at a high level. However, SOW should have enough clarity to attract the right set of target bidders. Hence, in case any specific competence is required (like GIS, Biometric, Mobile Technology) for carrying out the Systems Implementation engagement, the same needs to be mentioned so that it attracts the attention of competent target bidders.

This level of information will also help the bidder to provide a quality response to the EOI & provide suggestions on improving the "end solution" being conceptualized.

This should include:
- (i)   Description of the project
- (ii) Various stakeholders which would get involved in the project with expected roles and responsibilities
- (iii) Broad scope of work (however it should be specific enough to target the right potential vendors (for e.g. if expertise is required in Identity Management, Biometric technologies, Analytics, Market Research, GIS, Mobile Technology, Language Technology etc. then it should be mentioned in the EOI)
- (iv) Expected deliverables and outcomes of the assignment (optional)

(v) Place of execution of the assignment.
(vi) Contractual terms & conditions

When developing the Scope of Work and / or refining it, please follow these advisory principles:

- Lay out a scope of work only to the point you understand it, not assuming things nor elaborating into unknown points
- Try to gain better understanding of your business challenges, for which solution is required, through discussions with potential bidders
- Explore and understand multiple possible solutions that could exist
- Develop, refine and define the scope of work through repeated, progressive discussions with potential Systems Implementation Agencies/System Integrators.

1.3.6   Scope of Proof of Concept

There are circumstances when the Government is looking for a solution which is an "innovative" for the Implementation Agencies OR it may be possible to have multiple solutions which could meet the same objective.

Hence it is better that the Government /and or Consultants provide a platform at the EOI stage for consultations with the industry and look at possible solutions. During this phase, there would be an increased understanding on some key advantages & disadvantages of various solutions. This would also reduce dependence on any one person or the Consultant for conceptualization of the solution.

However there are some points to be considered:
1. Software features and functionality can be described in a document and substantiated with product brochures, compliances, certificates and other artifacts. The need to have a PoC to see product features should be avoided.

2. If the Purchaser needs to test a new technology area, the PoC should be done after the technical shortlist of bidders at the RFP stage and avoided at the EOI stage. This is because every PoC involves cost and therefore should be done after other evaluation steps have been concluded. Moreover, the scope will be clearer at a later stage for the PoC to be more meaningful.
3. Typically, Implementing Agency would engage 3rd parties for hardware and software products, arranging for PoC adds up to a significant cost for the IA. At EOI stage, there is a lot of ambiguity on Scope of Work of the project. At this stage, the Implementing Agency should not be expected to incur the cost of PoC. Hence, the PoC cost should be paid for by the Purchaser.

However in case the Purchaser intends to undertake the EOI, it should do the following at the following stages:

Preliminary:

  − Define the purpose, goals, objectives, and scope of the pilot/ proof of concept demonstration project
  − Establish the success criteria for the pilot, with input from all stakeholders, technical staff, records management staff, and users
  − Outline the benefits of conducting a pilot and risks of not doing so
  − Establish an administrative infrastructure to support and guide pilot project activities.

Conduct of the POC:
  − Determine whether preliminary decisions and assumptions made regarding hardware and software performance, as well as service level required by technical staff, were accurate
  − Develop and use tools facilitating documentation, communication/ knowledge transfer, and metadata processes.

Test and evaluation:
  − Assess hardware and software, system and database design, and procedures (for training, scheduling, system management, and maintenance)
  − Test product(s) in dissimilar locations (e.g., in terms IT support delivery etc) for functionality, usability, and benefits derived from using the solution
  − Validate requirements and performance expectations.

The proof of concept can be kept as a part of the EOI or at any stage thereafter and even as a part of RFP.

1.3.7   Forward Looking

  • EOI should act as a step towards heading into a formal Request for Proposal (RFP)
  • Estimating what the project investments could be like (rough estimates) (there should be NO request for financial cost in the EOI submitted by the bidders)
  • If financial understanding is very important and the project budget is limited or has been declared, it should be mentioned in the EOI along with the budget available and the possibility of increase in the outlay.
  • Use vendor discussions to understand your risks as a procurer

A typical EOI, as researched and developed from study of International and Indian procurement best practices, may have a structure as represented here:

S. No.	Expression of Interest Sections / Clauses	Desirability
1.	Invitation Letter for EOI	Mandatory
2.	Introduction to the Project	Mandatory
3.	Instruction to the Bidders	Mandatory
4.	Conditions of Contract	Mandatory

5.	Scope of Work / Schedule of Requirements and specification	Mandatory
6.	Pre-Qualification (PQ) / Eligibility Criteria	Mandatory
7.	Bid Submission Forms	Recommended
8.	Compliance Sheet for Pre-Qualification	Recommended
9.	Templates	Recommended
10.	Request to Bidders to suggest the Solution	Optional
11.	Request for Bidder's Experience in "Similar" Projects – Learning on Issues, Challenges, Solution proposed, Client Recommendations	Optional
12.	Request for Bidder's Business Profile in terms of Research Work/Centers, Patents, Assets in the given project's domain	Optional

1.4 Designing Pre-Qualification (PQ) / Eligibility Criteria

The Eligibility / Pre-Qualification (PQ) criteria set out in any EOI document basically aims to invite proposals from only the genuine contenders and solution providers. The criteria should be set so as to encourage competition and quality responses/bidding.

The guidelines to keep in mind when establishing a set of Eligibility Criteria are:
- Ensure that the criteria/PQs or conditions to participate in the bidding process are flexible and practical; allowing international bidders too
- PQs have direct and perceptible linkage with scope of work, project's financial worth and risk
- PQs are focused towards quality of solution and bidder competence
- Prequalification criteria guidelines for different types of Vendors (software OEM's and hardware OEM's should be considered separately) as many points requiring support, spare parts, manufacturing needs will be different.

Hence, after significant deliberations with various Government and Industry Stakeholders, on eligibility criteria, the following advisory (in the sections below) has been prepared. It is suggested that these should be followed under normal circumstances to prevent the eligibility criteria from becoming restrictive in nature.

During the discussion with various Government and Industry stakeholders, it emerged that evaluation criterion is to be carefully drafted. Discussions were held on the merit of each criterion and how it helped the Purchaser in getting the most suitable agency to execute the assignment. Accordingly, several prevalent Technical evaluation criterion were rationalized (dropped or their weightages were reallocated).

In case the criterion or the marks allocated in this model RFP requires change, the Purchaser should assure itself that the change does not lead to restriction in the competition.

The "litmus test" for drawing up the requirements for "Company Profile" below should be that Nodal officers should assure himself that at least 8 bidders would be able to score maximum marks.

If the Government entity/Purchaser wishes to limit the number of suppliers responding to the EOI, in case the market assessment resulted in too many suppliers, then the following additional PQ criteria may be utilized:

- Suggested Solutions (one or more than one)
- Bidder's Experience in "Similar" Projects (for which Work Order / Completion Certificates can be provided)
- Bidder's Competence

1.4.1 <SI[1]> Related Turnover

This criterion is important for the Purchaser as it ensures a free and fair competition by encouraging eligible bidders. The Purchaser should ensure that any of the shortlisted bidders should have the ability to execute the assignment. The minimum Nature of work related turnover should be that it attracts at least 8 bidders.

As a thumb rule, one can keep the minimum Scope of Work related Turnover as five (5) times the estimated value[2] of the assignment being tendered.

1.4.2 Sales Turnover

Sales Turnover requirement does not add value in increasing the competition or encouraging bidders who can provide quality solution. Hence it is suggested that this condition should NOT be generally put as a PQ criterion in the EOI. To mitigate a risk of eliminating the PQ criterion on financial strength of the bidder, it is suggested that the PBG may be increased.

However the Purchaser may still like to retain this PQ criterion for large projects (suggested 20 crores or more) where significant initial financial investments are required and large cash flows are needed for operating them.

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[1] Purchaser should keep in mind that the "Nature of Work" is not too specific as the Bidders may not be keeping their books of accounts if the nature of work is too specific. Typically "System Implementation" is a term which most of the bidders would be able to back it up with in the Annual Reports or be able to provide the statement / certificate. However in case the Purchaser wants to use some specific turnover requirement, it should check with the potential bidders if they would be able to provide the Auditor certificate. In any case, the Purchaser should be cautious that this is not used to restrict competition.

[2] In places where there are no estimates available, the same may be estimated by discussing with the experts in the Government or industry

1.4.3 Net Worth Requirements

This PQ criterion should generally NOT be used as it does not add any incremental value to the profile of bidders and may restrict competition. However this may be useful for high risk and large Capex and Opex projects. In those cases, it helps the Government de-risk itself from choosing a partner who might default. Hence this criterion should be used in the following situation:

- It is a long term project (more than 3 years)
- The payment terms are of the nature that the bidder would have to keep on having negative cash flows for more than half the project period

The above situations would generally be applicable for the PPP projects and hence the net worth requirements should be a PQ criterion for all the PPP projects, given the risks involved in these projects.

1.4.4 Project Experience: Number and Value of Projects

The PQ for project experience required from the bidder with reference to the context of the solution to be delivered, as defined in the tender document, should aim to achieve the following:

a) **One project** of similar nature costing not less than the amount equal to 80 – 100% of the estimated value[1] of assignment to be awarded
b) **Two projects** of similar nature costing not less than the amount equal to 50 – 60%% of the estimated value[1] of assignment to be awarded
c) **Three projects** of similar nature costing not less than the amount equal to 40-50% of the estimated value[1] of assignment to be awarded

The following should also be ensured:

- *Definition of "similar" work should be clearly defined with references to domain, sector or industry and functional area of scope of work*
- *Also anything more specific than this requirement, may result in restricting competition and should be done when only for cases when there is significant justification for its requirement. However, in any case, at least 8 potential bidders attending pre-bid conference should qualify*

1.4.5 Power of Attorney

Power of Attorney's (POA) of the listed companies are made with the approval of the Board of the Company. It may be noted that the Board's approval is a time consuming process and hence it is not possible for having customized POA's for every tender. Hence the POA of a listed company should be accepted in the format available with the bidding agency, as long as it authorizes the signatory to sign on the bid documents on behalf of the company.

1.4.6   Manpower Strength

In general, the RFP for SI Projects should not have a PQ criterion pertaining to Manpower strengths. This clause does not add any incremental vale to the process. However this requirement may be introduced as a pre-qualification (as an exception) ONLY when there is a large and complex project.

1.4.7   Certifications

The requirement of any certification as a part of Pre-Qualification criterion in an EOI should only be encouraged when it is relevant to the Scope of work. Further it should be clear to the Purchaser on how these certifications would affect the quality of the Deliverables and what checks and balances have been designed to ensure that such certifications would add value.

Generally the following Certifications may add value and may be put as a Pre-Qualification criterion, provided they meet the condition specified above:

- **ISO 9001 certification**
  ISO 9000/9001 certification is a certification required for quality systems. It provides a set of generic requirements relating to the processes of development and production, and how they will be managed, reviewed and improved in order achieve customer satisfaction. This is a basic hygiene check for a company bidding and should be a requirement in normal case

  Hence this certification is relevant for projects needing industry accepted quality management standards for the processes and transactions involved in solution delivery

- **ISO 27001 certification**
  ISO/IEC 27001 formally specifies a management system that is intended to bring information security under explicit management control. The security controls in operation typically address certain aspects of IT or data security, specifically, leaving non-IT information assets (such as paperwork and proprietary knowledge) less well protected on the whole. This should be asked for only for cases, where the scope of work specifically mentions security assessment and design of security system.
  Hence, this is relevant for projects requiring Information security standards, such as Network security, database/data security.

- **(SEI) CMMI certification**
  Is relevant for projects where software implementation or application development is being done

- **ISO 14001 certification**
  Is relevant to projects having need of Environmental management standards, such as those involving Site preparation, large power consuming Hardware installations.

- **ISO/IEC 20000 certification**

> Is relevant where projects need standards on service management, such as Application support and Hardware support

It was also observed during this assignment that various certifications like CMMi are being put as Pre-Qualification criterion in the EOI document for projects which are not related to software development. Hence, the Purchaser should assure that any certification should add value to the tender and should not lead to limiting the competition.

1.4.8 Registered Legal Entity

Companies registered under companies Act 2013 is one of the Pre-qualifications criterion in the Consulting tenders. This may limit the competition to a few Indian firms for assignments of specific size or may not generate response from firms which have a niche in a specific area.

Several of the government reforms in India / developing countries are directly led by foreign firms with local offices in respective countries. Hence the Purchaser should assess the requirement of the legal entity being registered under the Companies Acts.

It is suggested that the Purchaser should look at allowing partnership firms to participate in bid process for e-Governance projects in India.

The following entities may be allowed to participate in the bid process:

- Companies registered under Companies Act 2013
- Partnership firms registered under Limited Liability Partnerships (registered under LLP Act, 2008)
- Partnership firms registered under Indian Partnership Act, 1932

1.4.9 Consortiums

Since part of the objective during the EOI stage is to get a good understanding of the possibilities of the solution (through experience, best practices and suggestions of the bidders), allowing the consortiums for the EOI may add value to the process.

However in case the Purchaser disallows consortiums at a later stage (i.e. the RFP stage, for reasons specified in Section 2.4.9), it should allow the erstwhile consortium members shortlisted at EOI stage to participate in the RFP process individually.

1.4.10 Conflict of Interest

At the EOI stage conflict of interest clause should not be put in the Pre-Qualification criterion because the scope of work and its outcomes are not clear and certain.

However if there is an absolute clarity that the engagement emerging out of this EOI would lead to "Conflict of Interest" as defined in Section 2.4.10 of this Document, the "Conflict of Interest" clause may be incorporated.

1.4.11 Integrity Pact

The pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- Promise on the part of the principal not to seek or accept any benefit, which is not legally available;
- Principal to treat all bidders with equity and reason;
- Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally;
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act,
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary,
- Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Implementation procedure:

a. Adoption of IP is voluntary for any organization, but once adopted, it should cover all tenders /procurements above a specified threshold value.

b. The threshold value for the contracts to be covered through IP should be decided after conducting proper ABC analysis and should be fixed so as to cover 90-95% of the total procurements of the organization in monetary terms.

c. Apart from all high value contracts, any contract involving complicated or serious issues could be brought within the ambit of IP, after a considered decision of the management

     d.   The Purchase / procurement wing of the organization would be the focal point for the implementation of IP.

     e.   The Vigilance Department would be responsible for review, enforcement, and reporting on all related vigilance issues.

     f.   It has to be ensured, through an appropriate provision in the contract, that IP is deemed as part of the contract so that the parties concerned are bound by its provisions.

     g.   IP should cover all phases of the contract, i.e. from the stage of Notice Inviting Tender (NIT)/pre-bid stage till the conclusion of the contract, i.e. the final payment or the duration of warranty/guarantee.

     h.   IP would be implemented through a panel of Independent External Monitors (IEMs), appointed by the organization. The IEM would review independently and objectively, whether and to what extent parties have complied with their obligations under the Pact.

     i.   Periodical Vendors' meets, as a familiarization and confidence building measure, would be desirable for a wider and realistic compliance of the principles of IP.

Information relating to tenders in progress and under finalization would need to be shared with the IEMs on monthly basis.

A draft integrity pact has been included as a part of all Model RFPs. For further details pertaining to adoption of Integrity Pact, users are requested to refer to CVC Circular No. 10/5/09.

Implementation of fall clause: For implementation of the fall clause, it is recommended that the Central Procurement Organization should maintain a repository of the BoM and associated costing for each item for the "Successful Bidders". An analysis of this data will enable the Purchaser to arrive at the benchmark price to ensure compliance of vendors to the fall clause.

2 Section II: Guidance Notes for second stage of two stage Bidding/ RFP

2.1 Objective

A **Request for Proposal (RFP)**, also at times known as Request for Tender (RFT), is issued at a stage in a procurement process, where an invitation is presented to the potential bidders, to submit a proposal on a specific service. The RFP process brings structure to the procurement decision and is meant to allow the risks and benefits to be identified clearly upfront, so that the bidders can factor in while responding to the invitation.

The RFP is aimed towards selecting the most competent bidder with the economically advantageous price. The RFP directly addresses Government's need and intent to procure.

2.2 Situations for Use / Context of Issuance

This System Integration RFP should be ISSUED under the following typical circumstances:
- Scope of work and deliverables are standard, reasonably well known and/or can be clearly specified
- Typically involves time bound delivery
- Budget is known, approved OR availability of budget is assured
- Need to procure the most economical tender, through open competitive bidding - generate adequate buying advantage by ensuring competition amongst at least 3 to 5 bidders.
- If all the above is applicable and estimated[1] value of the assignment is less than. 25 lakhs[2] then the Purchaser can directly release this RFP instead of releasing the EOI and then RFP. This RFP may consist of Technical evaluation criteria and/or Pre-qualification criteria with financial details.

An RFP should not be published if:
- Scope of work and deliverables are not well known (standard) and clearly defined
- There's lack of a known budget
- There is only one vendor which has the requisite skills to deliver the project
- When already a rate empanelment has been done by the Line Ministry/ State Government responsible for executing the project (In this case the empaneled agencies should be contacted directly and evaluated on the basis of a presentation & profiles of resources proposed to be deployed in the engagement.

2.3 Addressing the Swiss challenge (Unsolicited/innovative proposals)
Swiss Challenge is a procurement strategy used specifically when the government authority receives an unsolicited proposal for a project. The private entity submitting the unsolicited proposal is

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[1] In places where there are no estimates available, the same may be estimated by discussing with the experts in the Government or industry
[2] Rule 162(III), GFR, 2017

termed as the Original Project Proponent (OPP). The government evaluates the proposal submitted by the OPP and, if it finds merit in the proposal, it invites other parties to submit competing proposals. The other parties are expected to match or better the terms of the OPP's proposal. In turn, and to compensate for its effort in bringing the original proposal, the OPP is given a chance to match or better any competing proposal at par with the original.

The Swiss Challenge system enables the public sector to introduce some competitive pressure, thereby avoiding some of the non-competitive concerns raised by unsolicited proposals. The private sector is invited to match or better the OPP's proposal through innovation, quality and efficiency. Despite this, the system is not entirely competitive since it is difficult to avoid a bias in the evaluation towards the OPP. Moreover, there could be some reluctance by competitors to make their best effort since they would expect the OPP to have an advantage. This could be because the OPP has more information than its competitors. Swiss Challenge might also not meet the conditions for procurement prescribed by relevant legislations. Both the World Bank and the Asian Development Bank, for instance, while recognizing the importance of likely innovation through the encouragement of unsolicited proposals, do not allow such procedures under their published procurement guidelines. However this method of procurement may be an option before awarding any project on nomination basis.

2.4 Procedure to Issue

2.4.1 Market Assessment

Before inviting Bidders, the Purchaser should do the following:
- Assess the capability and maturity of the market by capturing details on the likely number of interested suppliers and solutions
- Try to identify around 8 potential interested consulting agencies for this RFP– this would ensure that eventually 3-5 would bid for the tender

This would ensure that the RFP being developed would generate a fair competition & the Government would get best economical deal.

2.4.2 Advertise / Invitation of RFP

a. It is mandatory for all Ministries / Departments of the Central Government, their attached and Subordinate Offices and Autonomous / Statutory Bodies to publish their tender enquiries, corrigenda thereon and details of bid awards on the Central Public Procurement Portal (CPPP), as per GFR 2017.

   (i) The advertisement should also be published in the GeM portal and the website of the Government Department (the end procurer of the consulting service) or Purchaser.

   (ii) Additionally the Government entity may also send an email to all concerned players in the market, specifically the empaneled SI Agencies carrying out various projects/

assignments with the Government Department, Purchaser and Department of Information Technology (State or Centre, as the case may be)

b. The RFP document should include a copy of the advertisement whereby SI are invited to submit their RFP. The advertisement must, amongst other things, include
- Time frame and timing for purchasing/ obtaining the RFP
- how to get a copy of the RFP document
- contact information of the Purchaser with name of contact person
- the last date of submission of RFP

c. In case of a Limited tender, Copies of the bidding document should be sent directly by speed post/registered post/courier/e-mail to firms which are empaneled or have been shortlisted through an EOI process.

d. The Purchaser should give adequate time for the response. Ordinarily, the minimum time to be allowed for submission of bids should be three weeks from the date of publication of the tender notice or availability of the bidding document for sale, whichever is later. Where the department also contemplates obtaining bids from abroad, the minimum period should be kept as four weeks for both domestic and foreign bidders.

2.4.3   Background Information

The RFP document should contain the following information, at the minimum:

2.4.3.1   Project Details

The Government entity issuing the RFP should clearly mention what are the dependencies that the project is dependent on, such as:

- Availability/ provision of certain information/ infrastructure or people that could affect the deliverables or timelines
- Funds approval and its availability for project
- Buy in requirements from other Stakeholders (define the stakeholder & area of buy in required)
- Sign offs required at relevant stages from stakeholders

2.4.3.2   Stakeholder Involvement Details

The following Stakeholder(s) and their involvement details should be provided:

- Designated stakeholders who would be driving the project and those who would be impacted by its outcomes

- Definition of stages and levels of stakeholder dependent deliverable approvals and the involvement of stakeholders at various levels of sign offs and final payments
- Designated stakeholders for interim QA and review of deliverables
- Provide a detailed matrix table of roles and responsibilities for all stakeholders
- Designated stakeholders involved in Change requests

The above would help ensure that the Implementation Agency coming on board would be clear on its role and responsibilities for delivering the service/ solution and would also know what level of stakeholder buy in would be required.

A typical RFP, as researched and developed from study of International and Indian procurement best practices, would have a structure as represented here:

S. No.	Request For Proposal Sections / Clauses	Desirability[1]
1.	Fact Sheet	Mandatory
2.	Invitation for Request for Proposal (RFP)	Mandatory
3.	Background Information	Mandatory
4.	Instructions to Bidders	Mandatory
5.	Pre-Qualifications (PQ) / Eligibility Criteria	Mandatory
6.	Evaluation Methodology	Mandatory
7.	Scope of Work and specifications	Mandatory
8.	Deliverables	Mandatory
9.	Timelines	Mandatory
10.	Payment Schedules	Mandatory
11.	Commercial Bid Template	Mandatory
12.	Legal Terms & Contract Conditions	Mandatory
13.	Service Level Agreement	Mandatory
14.	Skills Required	Recommended
15.	Outcomes of Scope of Work	Recommended
16.	Exit Criteria	Recommended
17.	Deliverable Approval Mechanism/Process	Recommended
18.	Change Request Mechanism	Recommended
19.	Funds Available for the Project	Recommended
20.	Project Extension	Optional
21.	Success Fee	Optional

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[1] Mandatory : Necessarily should be put in the RFP Document ;
Optional : Should be put depending on the situation
Desirable : As a best practice should be included

2.4.4 Instruction to the Bidders

2.4.4.1 Bid Submission Extension due to Corrigendum Issuance

If the RFP has a Corrigendum issued at a later date, then the RFP response submission date for the Bidders should be revised and extended to at least 2 weeks (14 days)[1] later, so that it provides adequate time to the bidders to consider the changes in their responses.

2.4.4.2 Modification in the Bid document

(a) In case any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish or communicate such modification or clarification in the same manner as the publication or communication of the initial bidding document was made.

(b) In case a clarification or modification is issued to the bidding document, the procuring entity shall, before the last date for submission of bids, extend such time limit, if, in its opinion more time is required by bidders to take into account the clarification or modification, as the case may be, while submitting their bids.

(c) Any bidder who has submitted his bid in response to the original invitation shall have the opportunity to modify or resubmit it, as the case may be, or withdraw such bid in case the modification to bidding document materially affect the essential terms of the procurement, within the period initially allotted or such extended time as may be allowed for submission of bids, after the modifications are made to the bidding document by the procuring entity: Provided that the bid last submitted or the bid as modified by the bidder shall be considered for evaluation

Handling Deviations

The bidders should be allowed the flexibility to provide deviations to the RFP terms and conditions. It may be noted that once the deviations are provided, the bidder would not be allowed to withdraw the deviations submitted. The Proposal Evaluation Committee would evaluate each of the deviations proposed by the bidder and classify them as "**Material Deviation**" or "**Non-Material Deviation**". In case of Material Deviations, the Committee may decide to monetize their value, which has to be added to the price bid submitted by the bidder or reject the bid.

The bidders would be informed on the Committee's decision on the deviation, prior to the announcement of technical scores.

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[1] It may be noted that the recommended minimum extension period for EOI & RFP is different. This is because there is higher effort required in incorporating changes in the RFP as compared to EOI

2.4.4.3 *Negotiations with Successful Bidder*

Negotiation with bidders after bid opening must be severely discouraged. However, in exceptional circumstances where price negotiation against an ad-hoc procurement is necessary due to some unavoidable circumstances, the same may be resorted to only with the lowest evaluated responsive bidder.

The Government shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC.

Central Vigilance Commission
Office Order No.68/10/05
The relevant extracts of the Order are provided below

1. "Following the deliberations in the above mentioned Workshop, the following issues are clarified with reference to para 2.4 of Circular No.8(1)(h)/98(1) dated 18th November, 1998 on negotiation with L-1, which reflect the broad consensus arrived at in the workshop.

    a. There should not be any negotiations. Negotiations if at all shall be an exception and only in the case of proprietary items or in the case of items with limited source of supply. Negotiations shall be held with L-1 only. **Counter offers tantamount to negotiations and should be treated at par with negotiation.**

    b. Negotiations can be recommended in exceptional circumstances only after due application of mind and recording valid, logical reasons justifying negotiations. In case of inability to obtain the desired results by way of reduction. In rates and negotiations prove infructuous, satisfactory explanations are required to be recorded by the Committee who recommended the negotiations. The Committee shall be responsible for lack of application of mind in case its negotiations have only unnecessarily delayed the award of work/contract.

2. Further, it has been observed by the Commission that at times the Competent Authority takes unduly long time to exercise the power of accepting the tender or negotiate or retender. **Accordingly, the model time frame for according such approval to completion of the entire process of Award of tender should not exceed one month from the date of submission of recommendations. In case the** file **has to be approved at the next higher level a maximum of 15 days may be added for clearance at each level. The overall time frame should be within the validity period of the tender/contract.**

3. In case of L-1 backing out there should be re-tendering as per extant instructions"

Central Vigilance Commission
Office Order No.68/10/05
The relevant extracts of the Order are provided below

"(i) As post tender negotiations could often be source of corruption, it is directed that there should be no post-tender negotiations with L-1, except in certain exceptional situations. Such exceptional situations would include, procurement of proprietary items, items with limited sources of supply and items where there is suspicion of a cartel formation. The justification and details of such negotiations should be duly recorded and documented without any loss of time.

(ii) In cases where a decision is taken to go for re-tendering due to the unreasonableness of the quoted rates, but the requirements are urgent and a retender for the entire requirement would delay the availability of the item, thus jeopardizing the essential operations, maintenance and safety, negotiations would be permitted with L-1 bidder(s) for the supply of a bare minimum quantity. The balance quantity should, however, be procured expeditiously through a re-tender, following the normal tendering process.

(iii) Negotiations should not be allowed to be misused as a tool for bargaining with L-1 within dubious intentions or lead to delays in decision-making. Convincing reasons must be recorded by the authority recommending negotiations. Competent authority should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite timeframe should be indicated so that the time taken for according requisite approvals for the entire process of award of tenders does not exceed one month from the date of submission of recommendations. In cases where the proposal is to be approved at higher levels, a maximum of 15 days should be assigned for clearance at each level. In no case should the overall timeframe exceed the validity period of the tender and it should be ensured that tenders are invariably finalized within their validity period.

(iv) As regards the splitting of quantities, some organizations have expressed apprehension that pre-disclosing the distribution of quantities in the bid document may not be feasible, as the capacity of the L-1 firm may not be known in advance. It may be stated that if, after due processing, it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying and there was no prior decision to split the quantities, then the quantity being finally ordered should be distributed among the other bidders in a manner that is fair, transparent and equitable. It is essentially in cases where the organizations decide in advance to have more than one source of supply (due to critical or vital nature of the item) that the Commission insists on pre-disclosing the ratio of splitting the supply in the tender itself. This must be followed scrupulously.

(v) Counter-offers to L-1, in order to arrive at an acceptable price, shall amount to negotiations. However, any counter-offer thereafter to L-2, L-3, etc., (at the rates accepted by L-1) in case of splitting of quantities, as pre-disclosed in the tender, shall not be deemed to be a negotiation.

2. It is reiterated that in case L-1 backs out, there should be a re-tender.

2.4.4.4   Earnest Money Deposit

The EMD amount should be within 2-5% of the estimated[1] cost of the bid, under ordinary circumstances. The bidder should be provided an option to submit the EMD in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks,   or payment online in an acceptable form.

Bid Security should not be asked from MSME or when the RFP is being floated for a list of empaneled suppliers.

EXCERPTS FROM GENERAL FINANCIAL RULES' 2017
Rule 170 Bid Security
(i) To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. The bidders should be asked to furnish bid security along with their bids. Amount of bid security should ordinarily range between two percent to five percent of the estimated value of the goods to be procured. The amount of bid security should be determined accordingly by the Ministry or Department and indicated in the bidding documents. The bid security may be accepted in the form of Account Payee Demand
Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period. (ii) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
(iii) In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.
Rule 171 Performance Security
(i) To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder awarded the contract. Unlike contracts of Works and Plants, in case of contracts for goods, the need for the Performance Security depends on the market conditions and commercial practice for the particular kind of goods. Performance Security should be for an amount of five to ten per cent. of the value of the contract as specified in the bid documents. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.
(ii) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. (iii) Bid security should be refunded to the successful bidder on receipt of Performance Security. .

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[1] In places where there are no estimates available, the same may be estimated by discussing with the experts in the Government or industry

2.4.4.5 *Inclusion of MSME in Project Delivery*

This clause has been introduced to provide perceptible and quantifiable skill and economic advantage to the local community/ regional economy and help in the development of skills and competency in that region. The inclusion of MSMEs shall also be exercised in the socio-economic interests of the local community. Ministry of Micro, Small and Medium Enterprises (MSME) have notified procurement policy under section 11 of the Micro, Small and Medium Enterprises Development Act, 2006. (GFR 2017, Rule 153 Reserved Items and other Purchase/Price Preference Policy)

The MSME policy dated 23.03.2012 should be adhered, which mandates that the Central and State Governments shall procure minimum of 20% of their annual value of goods & services from Micro and Small Enterprises.

Bidders for larger contracts are required to submit an MSME Inclusion Plan that includes quantitative information on employment, investment and other impacts and comment on their local industry engagement in supply chains.

Bidders should consult the relevant Government agency(ies) (Central/State/Local) for the purposes of developing their local industry engagement strategies and identifying potential suppliers. This will also help to refresh knowledge of industry and supplement lists of suppliers.

MSME Inclusion Plan Criteria

MSME Inclusion Plan includes those activities undertaken relating to the development, design and management of a project, delivery of goods or selected services. This includes activities that the service provider will undertake as well as those that will be contracted out to other parties.

Activities typical (and not limited) to a MSME Inclusion Plan are:
- Data Entry and Digitization
- Maintenance Services
- Training
- Software Installations, Programming
- Local Citizen related Data Collection/Collation and Citizen Service Desk/Kiosk Management
- Handholding in large transformations for Citizen Service delivery

For procurement involving implementation, MSME inclusion may be factored into evaluation in all cases through a requirement on all Bidders to submit proof of an MSME Inclusion Plan.

MSME Inclusion Plan

Service providers are to develop an Industry Participation Plan and include it in their proposals where the value of goods and services are being procured. The MSME Inclusion Plan should provide:

Mandatory

- The INR value of the contract
- The value of investment in project related assets that will result from the contract
- The number of local suppliers that will win work as a result of the contract and their employment numbers
- Regional economic impact, skills enhancement and technology transfer into that region that will result from the contract.
- The number of apprentices and trainees supported by the contract

Optional

- Arrangements (including supply chain management) for managing the requirements, monitoring performance and reporting under the plan
- Other contributions the supply arrangement will make to local industry and economies;
- Following evaluation of tender responses, the MSME Inclusion Plan prepared by the successful Bidder forms part of the contract with the agency on the basis of impact on jobs, investment, skills development and technology transfer.

Evaluation of MSME Inclusion Plan

SI Procurement should include a tender evaluation criterion that assesses the industry participation plans. The weighting of this criterion is to be at least 6%.

The evaluation of tender responses should include assessment of the MSME Inclusion Plan on the basis of following criteria:

- The INR value of the contract
- The value of investment in project related assets that will result from the contract
- The number of local suppliers that will win work as a result of the contract and their employment numbers
- Regional economic impact, skills enhancement and technology transfer into that region that will result from the contract.
- The number of apprentices and trainees supported by the contract

A MSME Inclusion Plan Evaluation Model for the purposes of tender evaluation should weigh the relevant criteria taking into account a range of factors, such as:

- Size and value of the contract
- Nature of the procurement, for example, acquisition of services only, acquisition of goods only or a mix of goods and services
- Government policy settings, such as in relation to innovation, economic development, rural economic development, climate change and sustainability, training etc.

2.5 Designing 1st Stage Evaluation: Pre-Qualification (PQ) Criteria

The Eligibility / Pre-Qualification (PQ) criteria set out in any RFP document aims to invite proposals from the genuine contenders and solution providers. The criteria should be set so as to encourage competition and quality responses/ bidding.

The guidelines to keep in mind when establishing a set of Eligibility Criteria are:

- Ensure that the PQs criteria or conditions to participate in the bidding process are flexible and practical; allowing international bidders too
- PQs have direct and perceptible linkage with scope of work, project's financial worth and risk
- PQs are focused towards quality of solution and bidder competence

Hence, after significant deliberations with various Government and Industry Stakeholders, on eligibility criteria, the following advisory (in the sections below) has been prepared. It is suggested that these should be followed under normal circumstances to prevent the eligibility criteria from becoming restrictive in nature. If the Government entity wishes to limit the number of suppliers responding to the RFP, in case the market assessment resulted in too many suppliers, then the following additional PQ criteria can be provided:

- Suggested Solutions (one or more than one)
- Bidder's Experience in "Similar" Projects (for which Work Order / Completion Certificates can be provided)
- Bidder's Competence

2.5.1 Financial Stability: Sales Turnover and Net Worth

Financial stability of a Supplier is vital for large Capex and Opex projects.

- Sales Turnover and Net worth requirements should be included only for System Integration Turnkey projects that require significant initial investments from the bidders and reasonably high levels of operating expenditure. In such projects, the Sales Turnover multiplier used should be around 20 times the annual value of the project and the Net Worth requirements should be set as "Positive".

- Since Sales Revenue is a criterion to assure the Government about the financial strength of the bidder, the Government entity/ department may, instead of using Sales Turnover and Net Worth as criteria to assess the financial strength of a bidder, choose an increased amount of Performance Bank Guarantee (PBG) as a replacement to provide assurance.

In cases where the Government is procuring hardware on a Cash basis (or payment schedule is structured where the payments are loaded early), the Sales Turnover and Net Worth requirements should NOT be applied.

2.5.2 <Nature of Work> Related Turnover

This criterion is important for the Purchaser as it ensures a free and fair competition by encouraging eligible bidders. The Purchaser should ensure that any of the shortlisted bidders should have the ability to execute the assignment. The minimum Nature of work related turnover should be that it attracts at least 8 bidders.

As a thumb rule, one can keep the minimum **Scope of Work related Turnover** as f**ive (5) times** the estimated[1] value of the assignment being tendered.

Further the Purchaser should keep in mind that the "Nature of Work" is not too specific as the Bidders may not be keeping their books of accounts if the nature of work is too specific. Typically "Systems Implementation" is a term which most of the bidders would be able to back it up with in the Annual Reports or be able to provide the statement / certificate.

2.5.3 Project Experience: Number and Value of Projects

The PQ for project experience required from the bidder with reference to the context of the solution to be delivered, as defined in the tender document, should aim to achieve the following:

   d) **One project** of similar nature costing not less than the amount equal to 80 – 100% of the estimated value of assignment to be awarded
   e) **Two projects** of similar nature costing not less than the amount equal to 50 – 60% of the estimated value of assignment to be awarded
   f) **Three projects** of similar nature costing not less than the amount equal to 40-50% of the estimated value of assignment to be awarded

The following should also be ensured:

   - *Definition of "similar" work should be clearly defined with references to domain, sector or industry and functional area of scope of work*
   - *Also anything more specific than this requirement, may result in restricting competition and should be done only for cases where there is a significant justification for its requirement. However, in any case, at least 8 potential bidders attending pre-bid conference should qualify.*

2.5.4 Power of Attorney

Power of Attorney's (POA) of the listed companies are made with the approval of the Board of the Company. It may be noted that the Board's approval is a time consuming process and hence it is not

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[1] In places where there are no estimates available, the same may be estimated by discussing with the experts in the Government or industry

possible for having customized POA's for every tender. Hence the POA of a listed company should be accepted in the format available with the bidding agency, as long as it authorizes the signatory to sign on the bid documents on behalf of the company.

2.5.5 Manpower Strength

In general, Manpower requirements (restrictive numbers) should **NOT** be applicable to Systems Implementation / System Integration projects, as before or during delivery the resources can be hired by the bidder and deployed on such large projects.

The same may be mandated, when the requirement of manpower is more than 20 resources on full time/ near full time.

2.5.6 Certifications

Certification requirements (Quality, Capability maturity etc.) should be linked purely with the nature of work being delivered on the project. The following should be understood in this regard:

- **ISO 9001 certification**
  ISO 9000/9001 certification is a certification required for quality systems. It provides a set of generic requirements relating to the processes of development and production, and how they will be managed, reviewed and improved in order achieve customer satisfaction. This is a basic hygiene check for a company bidding and should be a requirement in normal case

  Hence this certification is relevant for projects needing industry accepted quality management standards for the processes and transactions involved in solution delivery

- **ISO 27001 certification**
  ISO/IEC 27001 formally specifies a management system that is intended to bring information security under explicit management control. The security controls in operation typically address certain aspects of IT or data security, specifically, leaving non-IT information assets (such as paperwork and proprietary knowledge) less well protected on the whole. This should be asked for only for cases, where the scope of work specifically mentions security assessment and design of security system.
  Hence this is relevant for projects requiring Information security standards, such as Network security, database/data security.

- **(SEI) CMMI certification**
  CMMI certification is relevant for projects where software implementation or application development is being done

- **ISO 14001 certification**
  Is relevant to projects having need of Environmental management standards, such as those involving Site preparation, large power consuming Hardware installations

- **ISO/IEC 20000 certification**

    Is relevant where projects need standards on service management, such as Application support and Hardware support

[It was also observed during this assignment that various certifications like CMMI are being put as Pre-Qualification criterion in the RFP document for projects which are not related to software development. Hence, the Purchaser should assure that any certification should add value to the tender and should not lead to limiting the competition.]

2.5.7   Debarment from Bidding

All Government entities should follow the following debarment rules, prescribed in GFR, 2017.

(i) A bidder shall be debarred if he has been convicted of an offence—

    (a) under the Prevention of Corruption Act, 1988; or

    (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

2.5.8   Registered Legal Entity

Companies registered under Companies Act 2013 is one of the Pre-qualifications criterion in the SI tenders. This may limit the competition to a few Indian firms for assignments of specific size or may not generate response from agencies which may have a niche in a specific area.

Several of the government reforms in India / developing countries are directly led by foreign firms with local offices in respective countries. Hence the Purchaser should assess the requirement of the legal entity being registered under the Companies Acts.

The following entities may be allowed to participate in the bid process:
- Companies registered under the Indian Companies Act, 2013
- Partnership firms registered under the Limited Liability Partnerships (registered under LLP Act, 2008)
- Partnership firms registered under the Indian Partnership Act, 1932

2.5.9 Consortiums & Sub-contracting

2.5.9.1 Consortiums

A consortium is an association of two or more companies, organizations (or any combination of these entities) with the objective of participating in a common activity or pooling their resources for achieving a common goal.

Consortiums, it should be noted, are mostly encouraged to allow multiple (different) Vendors to participate in Government projects for the capital, sharing the risks, skills, resources, maturity and the characteristics of the market, facilitating participation of smaller vendors, facilitate the company to protect its core interests and Intellectual Property rights or trade secrets or copyrights.

It has been observed that in many cases, the detailed understanding of the roles and responsibilities between the consortium members gets finalized after the bid has been won. This leaves a lot of "grey" areas for the Purchaser as it may be completely oblivious to the details terms and conditions between the consortium members at the time of evaluation of the bids.

On the other side, Consortiums also bring value to the end client as it allows the lead bidder to leverage the strengths of the other co-bidders (Consortium members) and also ensure their commitments. It is suggested that Consortiums may be allowed if it meets any of the following conditions:
- The value of the project is large (for e.g. more than 50 Crores)
- There are very few potential bidders which have the competence required to execute the entire project
- There is a merit in promoting a consortium vis-à-vis sub-contracting.

In such a situation, it is suggested that the RFP should be structured in such a manner which allows or disallows the consortium based on the "value"[1] brought in the procurement process.

The RFP should lay down some of the basic conditions if the consortium route is to be proposed by the bidder:

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[1] The "value" could be in the form of increased competition OR in terms of specialized skill-set.

- The lead bidder should be responsible for works which are estimated[1] to be at least 50% of the total value of the contract
- The lead bidder should be liable for the entire scope of work and risks involved thereof (the liability should be for the entire value of the contract)
- The non-lead bidders should be liable for the scope of work for which they are responsible along with the lead bidder (Liability should be limited to the value of the scope of work; while the lead bidder still carries the liability for the entire scope of work. Hence the Purchaser has 2 entities who are liable for the work carried out by the consortium partner) Any change in the consortium member at a later date should not be allowed for cases where the consortium has benefited from the non-lead bidders credentials/ experience

In case consortiums are to be allowed, the Purchaser should
- Request clarity on the roles and responsibility of each member
- Enforce a condition that a particular company can be a member of only one consortium
- Enforce that all the members are part of the contractual arrangement between themselves before submitting the bid
- All member of the Consortium:
    - should be registered legal entity in India
    - should have signed Integrity Pact
None of the members of the Consortium should be a blacklisted entity
- Allow for some pre-qualification criterions to be met by any of the consortium members:
    - At least one member of consortium should meet the turnover requirement
    - At least one member of consortium should meet the financials requirement
At least one member firm of consortium should meet the manpower requirement.
In any case, the Purchaser should assure itself that there would be at least 8 agencies which will meet the PQ & Technical evaluation's minimum requirements – either independently or through consortiums.

For large and complex projects, where the value of project is significantly high (for e.g. more than ` 500 crores) there may be a merit in allowing consortiums, through formation of a Special Purpose Vehicle for execution of the assignment. This recommendation is as per with the Report of the Technical Advisory Group for Unique Projects (TAGUP) 2011, where the term National Information Utility (NIU) has been introduced for formation of an SPV.

2.5.9.2   Sub-contracting

Especially for large end-to-end turnkey projects, it has been observed that none of the Bidders would have the capacity to implement the project without any sub-contracting. Even for the large Implementation Agencies, it has been observed that they may require outsourcing a part of their work (for e.g. related to data entry, site preparation, training, internet / internet bandwidth etc.).

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[1] In places where there are no estimates available, the same may be estimated by discussing with the experts in the Government or industry

The Purchaser should provide the flexibility to bidders to sub-contract part of the work, provided it is not more than 50% of the estimated[1] fair value of the contract. However allowing sub-contracting should not dilute the responsibility & liability of the bidder.

Further the Vendor may change the sub-contractor, provided it does not impact the quality of services being delivered. However the Vendor needs to inform the Purchaser on its intention to change the sub-contractor and reason thereof.

Accordingly the liability for performance rests with the lead bidder and not with the sub-contractor (The lead bidder may separately have a contract with the sub-contractor where it is free to define the liabilities. However the Purchaser is generally not a party to this contract.)

2.5.10 Conflict of Interest

The RFP specifies that the "Conflict of interest" situation should not arise. The concerned agencies / individuals are required to give an undertaking that there is no conflict of interest situation. In case there is a conflict of interest situation, the concerned agency/individual should not be involved / considered for that particular activity. The below paragraphs detail out the situations where conflict of interest situation exists.

For a Systems Implementation Agency / System Integrator

Conflict of interest would exist if:
- There are existing contracts of the bidder with the concerned Purchaser / Government entity/department.
- There is clear and certain possibility that the services executed / delivered by the bidder as part of the scope of work would lead to outcomes wherein the bidder can have vested business interests / benefits

The following Guidance Notes further explain and illustrate the provisions of conflict of interest for Engaging "System Integrators/Implementation Agencies" for E-Governance Projects.

a. The process for selection of System Integrators/Implementation Agencies should avoid both actual and perceived conflict of interest. System Integrators/Implementation Agencies should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. Hence, the System Integrators/Implementation Agencies should not be allowed to take up the directly derived SI work in the same area of department/agency (area of influence).

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[1] In places where there are no estimates available, the same may be estimated by discussing with the experts in the Government or industry

b. Conflict of interest may arise between the Purchaser and a SI or between SI and present or future Contractors/ System Integrators/ Implementation Agencies. Some of the situations that would involve conflict of interest are identified below:

   i. Purchaser and SI vendor:

   (i) Potential SI vendor should not be privy to information from the Purchaser /Government Department which is not available to others.
   (ii) Potential SI vendor should not have recently worked for the Purchaser overseeing the project in a role which is even perceived as "influential role" for drafting of SOW and evaluation criterion.

   ii. SI vendor and Consultants:

   (i) No SI vendor should have an ownership interest or a continuing business interest or an on-going relationship with an existing Consultant working with the Purchaser under the same "Program" or "Scheme" and interacting with the same officials of the Purchaser.
   (ii) No SI vendor should be involved in owning or operating entities resulting from the project (unless upfront indicated in case an SPV is required to be formed).

c. One of the normal ways to identify conflicts of interest is through self-declaration by Implementing Agency. (it is expected that wherever a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Purchaser , for which the Purchaser should seek clarification). All conflicts must be declared as and when the SI become aware of them.

For the Purchaser & Proposal Evaluation Committee

A conflict of interest or the appearance of a conflict of interest may occur if member(s) of the Evaluation team are directly or indirectly involved with an organization that has submitted a proposal for evaluation.

Prior to reviewing any proposals, member(s) of the Evaluation team must inform the Purchaser of any potential conflicts of interest or the appearance thereof. If members of the Evaluation team become aware of any potential conflict of interest as they review a proposal, they must immediately notify the Proposal Evaluation Committee chairman.

Member(s) of the Evaluation team may withdraw as an RFP evaluator if they find themselves in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive bidder, potential bidder, agent, subcontractor, or other business entity, whether through direct association with contractor representatives, indirect associations, through recreational activities or otherwise.

Examples of potentially biasing affiliations or relationships are listed below:

1. Member(s) of the Evaluation team's solicitation, acceptance, or agreement to accept from anyone any benefit, pecuniary or otherwise, as consideration for your decision or recommendation as it pertains to your evaluation of any proposal.
2. Member(s) of the Evaluation team's affiliation with a bidding company or institution. For example, a conflict may exist when they or their immediate family members :
    a. are employed by or are being considered for employment with the company or institution submitting any bid or hold a consulting, advisory, or other similar position with said company or institution;
    b. hold any current membership on a committee, board, or similar position with the company or institution;
    c. hold ownership of the company or institution, securities, or other evidences of debt;
    d. are currently a student or employee in the department or school submitting a proposal, such as the case.

It is suggested that the members of Proposal Committee should sign a self-declaration. A sample Self-Declaration Proforma, for this case, can be of the following form:

"I have read the RFP document and understand my obligations as explained in the document.
I declare that myself or any of my family members are not part of the organizations which have bid for the proposal.
I further understand that I must advise the Purchaser if such a situation currently exists or arises during my term of service as a Proposal evaluator.

I further understand that I must sign and deliver this statement to the Purchaser prior to participating in the evaluation process.

Date:
RFP#:
Evaluator Signature:
Evaluator Name (Printed)"

2.5.11 Relaxation in PQ criteria for startups

For all public procurement, the central Ministries /Department have to ensure that the criterion of prior turnover and prior experience for all start-up is relaxed subject to their meeting of quality and technical specifications. (Kindly refer D/o Expenditure Office Memorandum No. F20/2/2014-PPD(Pt.) dated 20.09.2016)

Extract from Rule 173 Transparency, competition, fairness and elimination of arbitrariness in the procurement process.

(i) The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document. However there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment's etc.) where procuring entities may prefer the vendors to have prior experience rather than giving orders to new entities. For such procurement wherever adequate justification exists, the procuring entities may not relax the criterion of prior experience /turnover for the Start-ups.

2.6   Designing the 2nd Stage Evaluation Process

The Evaluation phase covers the procurement process from close of offers to the selection of the preferred supplier and the selection of the successful bidder. The key components of an Evaluation process could also be illustrated as:

- **Evaluation model**
- **Evaluation criteria**
- **Rating Scale**
- **Panel decision making process**
- **Due diligence requirements**

General Financial Rules (2017)
Rule 187 Proposals should ordinarily be asked for from consultants in 'Two bid' system with technical and financial bids sealed separately. The bidder should put these two sealed envelopes in a bigger envelop duly sealed and submit the same to the Ministry or Department by the specified date and time at the specified place. On receipt, the technical proposals should be opened first by the Ministry or Department at the specified date, time and place by the Ministry or Department at the specified date, time and place.

This outcome is achieved by carefully considering each offer on an equal basis, against the evaluation criteria. In providing a broad framework for the selection of the best value-for-money supplier, the following have been covered.

The Evaluation Process (depending on whether a one- or two-stage procurement method is used) will generally follow the following steps:

- Evaluation team members complete conflict-of-interest declarations
- Evaluation team members are briefed on the evaluation process and receive training if necessary.
- Copies of the suppliers' offers, scoring scale and evaluation forms are distributed to each evaluation team member.
  Note: *If a two-envelope method is being used (i.e. price has been requested in separate, sealed envelopes) only the non-price parts of the offers are distributed to the evaluation team members, with the price envelopes remaining unopened and securely stored*

- Evaluation team members complete individual assessments of the suppliers' offers. This ensures each evaluation team member has adequately reviewed the offers prior to the team

evaluation meeting and that no single team member is able to exert inappropriate influence on the outcome by being better prepared.

- The evaluation team members meet and complete a "team" evaluation. Team scores may be reached by a number of methods, with averaging the individual scores and reaching a team consensus score being the two most common. Of the two, the consensus scoring method is the most frequently used, as it allows a score to be agreed based on consideration of all the evaluation team members' opinions and observations. The averaging method does ensure a persuasive or dominant individual is not able to exercise undue influence. However, it also means an individual's scores that, based on reconsideration of the supplier response in light of other team members' comments would have been higher or lower, still form part of the calculation for a final score

- If price has been requested in separate, sealed envelopes, these envelopes are opened after the team scoring of the non-price criteria and a ranking agreed by the evaluation team. The ranking method will be determined by the evaluation model used. For example:
    o lowest-priced conforming (LPC) offer is automatically is the most responsive bidder
    o highest-scoring bidder based on an QCBS assessment is the most responsive bidder

- As a matter of "Good Practice" the presentation should be avoided OR undue weightage should not be given to the presentation. The key reason being that the presentations are quite often delinked from the proposal submitted and hence may not be contractually binding on the bidder. However the bidders may be invited to come and discuss the areas requiring clarifications in the bids OR they can be asked to present the documents in the form submitted to the Purchaser highlighting all the evaluation areas. In this manner the evaluation committee can review the evaluation done by one member / support team. However this may require a higher time to be budgeted for such discussions. It may be noted that the bidders should not be allowed to change any documents (for e.g. new project citation and work order cannot be taken into cognizance at this stage). However any document substantiating the clarifications asked by the evaluation team may be provided.

- Reference-checking or further due diligence is carried out if the bidder is not well known to the Purchaser. The purpose of the reference-checking is to verify the assessed level of performance, capability or expertise and to satisfy the agency generally that the supplier is likely to deliver what it has offered. Further due diligence, such as financial viability checks, is generally only conducted where the procurement is high risk, high profile or high value

A rightfully defined and objective technical evaluation criteria & methodology ensures that the most competent bidder offering the right quality solution/service and price is selected - the **Most Responsive Bidder– best solution and not just best price**.

2.6.1 Designing Technical Evaluation

As a part of the design for Technical evaluation, the Purchaser has to make decisions/choices on the following things, but not limited to:
- Evaluation model: lowest price/weighted attribute etc.
- Develop Rating Scale to guide evaluation panel scoring
- Determine panel decision making process: mathematical average/panel moderation
- Identify the information required from suppliers: supplier details/response to requirements/pricing/format etc.
- Identify any required additional steps: interview/presentation/site visit(s) etc.
- Identify any optional additional steps: reserve the right to interview/presentation/site visit etc.
- The need for Government department, Ministry due diligence requirements (if any).

The potential evaluation models are detailed out subsequently:

2.6.1.1 Technical Evaluation Models and Methods

Technical Evaluation Methods define the process that would be adopted to select the most competent and bidder with the best value solution offering.

Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document. However where the lowest acceptable bidder against ad-hoc requirement is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered from the next higher responsive bidder at the rates offered by the lowest responsive bidder (GFR 2017, Rule 173 (xvi)).

However various procurement models have been mentioned to be considered in case extra-ordinary situations.

Snapshot of few Evaluation Methods	
Criterion	**How it works?**
Cost Based Selection (CBS) / Lowest cost or L1	This method of selection may be used for the assignments of following nature: i. Assignment where any experienced Systems Implementation Agency / System Integrator can deliver the services without requirement of specific expertise. ii. Under this category, the RFP is for projects where there is high level of clarity on the technology and the solutions. These would be typical implementation of COTS/ERP projects OR any State MMPs. In e-Governance space, these projects would be applications which have a simple citizen application workflow. In such projects, the risk of technology feasibility is less. In

Snapshot of few Evaluation Methods	
Criterion	**How it works?**

	such RFP technical evaluation should emphasize on
	    a. The solution should provide clarity and should provide a Bill of Material in the RFP document
	    b. The Evaluation should focus on the customer satisfaction in the past projects.

Quality and Cost Based Selection (QCBS)	Under QCBS / CQQCBS, the technical proposals will be allotted weightage of <70%> while the financial proposals will be allotted weightages of <30%>. The following points may be noted : Under this category, the RFP is for projects where there is inadequate clarity on the solution. In such projects a due diligence should be done on the critical parameters of the project covering System Functionality, Technology, Specific implementation experience, Training methodology, performance in Proof of concept (in case PoC is planned), Certifications, Past experience of the vendor in executing similar assignments, size of those assignments, profile of team members and Project Methodology. The Proposal Evaluation Committee in this case should have expertise or should have access to expertise to objectively evaluate & compare the various solutions components proposed by the bidders.
Fixed Budget Selection (FBS)	The RFP shall indicate the available budget and request the Systems Implementation Agencies / System Integrators to provide their best technical and financial proposals in separate envelopes, within the budget. The Points as mentioned in QCBS, are applicable in this case also.

2.6.1.2   Cost Based Selection

This method will be used when the assignment is simple and can be precisely defined, and when the budget is fixed. The RFP should indicate the available budget and request the Systems Implementation Agencies / System Integrators to provide their best technical and financial proposals in separate envelopes, within the budget. TOR should be particularly well prepared to make sure that the budget is sufficient for the Systems Implementation Agencies / System Integrators to perform the expected tasks.

In this case, the Purchaser should be cautious about the risk that bidders who have not understood the scope of work OR may be targeting to get the work order without having the technical competence to execute the project. This risk can be mitigated by having a rigorous evaluation of the technical bid and fixing a high score as minimum qualification for opening of financial bid.

2.6.1.3   Quality cum Cost Based Selection

QCBS uses a competitive process among firms that takes into account the quality of the proposal and the cost of the services in the selection of the successful firm. Cost, as a factor of selection, is to be used judiciously. The relative weight to be given to the quality and cost will be determined for each case, depending on the nature of the assignment.
The weight associated with Quality i.e. Technical Proposal may be as high as 80% and that associated correspondingly with cost i.e. Financial Proposal may be 20%. However the most common & effective QCBS which may be used in 70:30 (Technical Score weightage: Financial Score Weightage)

2.6.1.4   Selection under a Fixed Budget (FBS)

This method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. The RFP shall indicate the available budget and request the Systems Implementation Agencies / System Integrators to provide their best technical and financial proposals in separate envelopes, within the budget. Evaluation of all technical proposals shall be carried out first as in the QCBS method. Then the price proposals shall be opened in public and prices shall be read out aloud. Proposals that exceed the indicated budget shall be rejected. The Systems Implementation Agency / System Integrator who has submitted the highest ranked technical proposal among the rest shall be selected and invited to negotiate a contract.

This is not a prevalent method of procurement as of now, but is relevant for the situations in which e-Governance procurements are done.

2.6.2   Technical Evaluation Criteria

Technical Evaluation Criteria are the bid response parameters on which the evaluation is carried out to arrive at a final (technical) score for each qualified agency.

Hence, the Technical Evaluation Criteria **SHOULD**:

- Be as objective as possible, breaking the scoring down to individual identifiable components
- Have direct and perceptible linkage to nature and scope of work

- Use the most relevant scoring / weighting scheme to evaluate; weighting should be basis their importance to the Government or project's outcomes. The weightings must be disclosed in the tender document.
- Establish the scoring guidelines prior to contacting vendors/creating the RFP. Then, when the proposals are received, score them based on the criteria established in the RFP
- Have scoring for each component of the solution rather than an overall score for the solution
- Provide weights / maximum marks for each Technical evaluation criterion; weights should be as per their importance to the project or project's outcomes and must be disclosed in the tender document.
- In case of a software solution, evaluate the coverage of or degree of match to functional and technical requirements by the solution

It may be a good practice that the evaluations should be done with the maximum score of 1000 marks, so that appropriate resolution could be provided to the criterions having less marks / sub-criterions.

Based on the above advisory, the evaluation criterion has to be chosen very carefully, as it defines the filtering criterion on which the final Implementation Agency is to be shortlisted. Generally based on qualitative assessment, one can categorize the projects in two categories:

Category ONE:
Under this category, the RFP is for projects where there is high level of clarity on the technology and the solutions. These would be typical implementation of COTS/ERP projects OR any State MMPs. In e-Governance space, these projects would be applications which have a simple citizen application workflow. In such projects, the risk of technology feasibility is less.

In such RFP technical evaluation should provide clarity on solution till the Bill of Material stage in the RFP document. It may be noted that in this case, the responsibility of technical feasibility of the proposed solutions rests with the Purchaser.

Typically these should be on L1 basis.

Category TWO:
Under this category, the RFP is for projects where there is inadequate clarity on the solution. For e.g. these may be any large scale implementation of any Central MMP. These are risky projects and should be on QCBS evaluation <70:30> (quality: Cost).

It may be noted that in this case, the responsibility of technical feasibility of the proposed solutions rests with the Bidder. However the Proposal Evaluation Committee in this case should have expertise or should have access to expertise to objectively evaluate & compare the various solutions components proposed by the bidders.

In such projects the Purchaser should do a due diligence critical parameters of the project covering System Functionality, Technology, current performance on key technologies proposed in isolation &

together as a stack, details on implementation experience of the bidder, Training methodology, performance in Proof of concept (in case PoC is planned), Certifications, Past experience of the vendor in executing similar assignments, size of those assignments, profile of team members and Project Methodology.

2.6.2.1 Category One: Suggested Technical Evaluation

[The X1, X2 and X3 values in the table below has to be filled in such a manner that a) it is above the value provided in the eligibility criterion b) it allows at least <8 agencies> to score minimum marks for the criterion]

S. No	Criteria	Basis for valuation	Max Marks	Supporting
	COMPANY PROFILE		**10**	
1.	Average turnover from System Integration/ICT Systems Development and Implementation Work in last 3 years (Turnover in Rs Crores)	Greater than or equal to <X1>: 10 marks Between X2 and X1: 8 marks Between X3 and X2 : 6 marks Less than X3: 0 marks [X1>X2>X3 and are average Revenue Turnover for last 3 financial years]	10	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
	RELEVANT STRENGTHS		**60**	
2.	Hardware and Network Equipment Supply & maintenance services to be demonstrated in a maximum of <5 Nos.> engagements of value more than <50% of the estimated value of the hardware being procured under this project>.The work order should have been issued within the last 5 years, as on <date>. The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met. **Weightages (W)** In case project is completed	When No. is : equal to or more than 5 projects : 20 marks equal to 4 projects : 16 marks equal to 3 projects : 12 marks equal to 2 projects : 8 marks Less than 2 projects : 0 marks The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage	20	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client

S. No	Criteria	Basis for valuation	Max Marks	Supporting
	and letter of satisfaction available : 100% weightage In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80% weightage In case project in progress and the Work Order is between 12- 18 months old and letter of satisfaction available: 50% weightage In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: 25% weightage	as defined in the previous column to arrive at a cumulative score.		
3.	Software Development & maintenance services to be demonstrated in a maximum of <Nos.> engagements of value more than <50% of the estimated value of the Software being procured under this project> that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience. The work order should have been issued within the last 5 years, as on <date>. **Weightages (W)** In case project completed and letter of satisfaction available: 100% In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80% In case project in progress and the Work Order is between 12- 18 months old and letter	When No. is : equal to or more than 5 projects : 20 marks equal to 4 projects : 16 marks equal to 3 projects : 12 marks equal to 2 projects : 8 marks Less than 2 projects : 0 marks The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.	20	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client

S. No	Criteria	Basis for valuation	Max Marks	Supporting
	of satisfaction available: 50% In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: 25%			
4.	Turnkey services to be demonstrated in a maximum of <Nos.> engagements of value more than <50% of the estimated value of the turnkey services being procured under this project> that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience. The work order should have been issued within the last 5 years, as on <date>. **Weightages (W)** In case project completed and letter of satisfaction available: 100% In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80% In case project in progress and the Work Order is between 12-18 months old and letter of satisfaction available: 50% In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: 25%	When No. is : equal to or more than 5 projects : 20 marks equal to 4 projects : 16 marks equal to 3 projects : 12 marks equal to 2 projects : 8 marks Less than 2 projects : 0 marks The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.	20	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
	APPROACH & METHODOLOGY		**20**	
5.	Solution Proposed Demonstration of understanding of the Department's requirements	Qualitative assessment based on Demonstration of understanding of the Department's requirements through providing:	15	A note

S. No	Criteria	Basis for valuation	Max Marks	Supporting
		− Solution proposed and its components, − Technologies used, − Scale of implementation, − Learning on Issues − Challenges − Challenges likely to be encountered − Mitigation proposed − Client references:		
6.	Approach and Methodology to perform the work in this assignment	Qualitative assessment based on − Understanding of the objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement/Scope of Work − Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference	2.5	A note
7.	Project work break down structure	Qualitative assessment based on timelines, resource assignment, dependencies and milestones	2.5	A note
	RESOURCE PROFILE		**10**	
8.	Resume of all key technical resources proposed for the assignment	Qualitative assessment	10	
	INCLUSION OF MSME	Case to case basis		
9.	Bidder's inclusion of MSMEs in project delivery through allotment of at least <10%> of contract value to the project	As per requirement.	As per requirement. [2 to 5 marks to be allotted]	Letter of evidence and commitment that MSME will be contracted for the required value of work.
	TOOLS & ASSETS	Case to case basis		

S. No	Criteria	Basis for valuation	Max Marks	Supporting
10.	Tools and Assets which could be leveraged for the assignment [for e.g. Test Case Builders, Effort Estimators, PMU Tool, Load testing etc., depending on the relevance to the Scope of work]	As per requirement.	As per requirement	A note and relevant supporting

2.6.2.2   Category Two: Suggested Technical Evaluation

S. No	Criteria	Basis for valuation	Max Marks	Supporting
1	System Functionality	Meeting the requirements of <department> in terms of how close the proposal is to the functional requirements for the solution as have been proposed for <department> (In case it is COTS, it should be measured by degree of customization required)	**20%**	**Compliance Note**
2	Technology	Demonstrated robustness of the technology deployed across other installations around the world, including – Scalability – Security – Ease of implementation	**20%**	**Note**
3	India Specific Capabilities	Qualitative assessment based on the number of Projects of similar nature in India and size of those projects.	**7%**	Note; and Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
4	Industry Specific Capabilities	Qualitative assessment based on the Past experience of the bidder in executing similar assignments, size of those assignments. *[The definition of "similar" should be such that it focuses on the areas which are "innovative" or where the technical feasibility is a challenge*	**7%**	Note; and Completion Certificates from the client; OR Work Order + Self Certificate of

S. No	Criteria	Basis for valuation	Max Marks	Supporting
		in the context of the project]		Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
5	Training	Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description	**7%**	Note
6	Certifications and Credentials	Relevant certifications (SEI-CMMI, ISO, etc)	**7%**	Copy of certificates
7	Profile of proposed team members	Relevant assignment experience / Years of experience / Number of Certifications in Technology specific to Solution proposed	**20%**	CVs
8	Project Methodology, Support and Documentation	Qualitative assessment based on − Understanding of the objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement/Scope of Work − Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference	**7%**	Note
9	Inclusion of MSMEs in Project Delivery	As per requirement.	7%	Letter of evidence and commitment that MSME will be contracted for the required value of work.

Each of these should be evaluated further in detail based on the following checklist. There would be page, paragraph and line references for each criterion for easy reading and scoring by the evaluation Committee.

Detailed Methodology for Evaluation and Parameters

1. **System Functionality: 20 Points**

The Evaluation template should contain the Functional & Non Functional requirements as specified in Section 2.7.4 of this Document. A sample of the Evaluation checklist which should be made is as follows:

ID	Title	Description	Effort	Experience	Sample Demo	Comments
4.5.2.1	Projected Demand for Service	Store data on the Projected Demand for Service over a planning horizon (say 3-5 years as decided by <DEPARTMENT>).	3	4	0	
4.5.2.2	Information on Licensing Procedures	Store information on Licensing Procedures and related information that needs to be shared with the Applicant (This information could be displayed in the public website / printed in hard copies and dispatched to interested parties	3	4 Sample	0	
	.....	.....				
	.....	.....				

In the comments column of the Evaluation Template, give a score from 0 to 10 for each of the functionality.

For convenience divide the score as follows:
-   Effort - 0-5 points
-   Experience - 0-4 points
-   Sample Demo - 0-1 points

For each functionality give scores as follows:
-   "Effort"- Lower the effort, more the score
-   "Experience"- Higher the experience more the score
-   "Sample Demo" - Points only if answer is "Yes".

E.g.
Vendor A: If Effort = 5 days, Experience = 3, Demo = N, then score = 7(4+3+0).
Vendor B: If Effort = 8 days, Experience = 1, Demo = Y, then score = 4(2+1+1).

Add scores given to each functionality (each row) for all the Modules to arrive at System Functionality Score. Convert the each Vendor Total Score to a 20-Point Scale

Consider the following Example for explanation.

Assume that the entire Module has 160 functionalities. Each of the functionalities would carry 10 Points; hence the Full Score would be **1600.** Assume that a Vendor gets a Vendor Total Score of 1100 out of the Full Score of 1600.

Then the Score on 20 Point Scale is (1100/1600) * 20 = **13.75**

For large projects, even if it is a COTS solutions, the evaluation can be carried out in this manner. However the scoring needs to be carried out on the following basis.

- If functionality required is readily available: 5 Points (Maximum points)
- If functionality NOT readily available but can be customized through a work-around - 4 Points
- If functionality is NOT available and cannot be customized, but can be made available in a future version within 3 months: 2 Points
- If NOT available at all: No Points – 0 (minimum).

Add score for each functionality for ALL modules to arrive at the System Functionality Score
Convert the each Vendor Total Score to a 20-Point scale in the similar way as described above.

2. Technology: 20 Points

The responses by Vendors would be reviewed for the following technology aspects of the proposed solution:
- Specifications (platform, software, database design, etc.)
- Security and Scalability:
- Ease of Implementation

Also information would be collected from Vend or references (other clients for which solutions were implemented).Vendor furnishing comprehensive information closest to <DEPARTMENT>'s expectations as listed in shall be awarded the maximum points.

Overall Scoring would be on a 20 – Point Scale.

Please refer the following table for Scoring Template. (Appendices response Doc Page 6-8)

Evaluation Criterion	Benchmark / Preferences	Rating Scale
1. Architecture		
Application architecture	Partitioned into three tiers (0-2)	0-2

Evaluation Criterion	Benchmark / Preferences	Rating Scale
	Flexibility of these layers residing in different hardware platform (0-1)	0-1
	Justification on the suggested application architecture with rationale and benefits (0-5)	0-5
Base foundation of **major sub-components. Maintenance and enhancements**	Information provided on Major sub-components and whether they are proprietary OR Open (0-1)	0-1
	Willingness to customize for <DEPARTMENT> (0-2)	0-2
	Ownership of source code for Customised solution made available to <DEPARTMENT> (0-1)	0-1
	Description of process adopted by Vendors on maintenance and enhancements (0-3)	0-3
	Detailed description of Software development Methodology (0-5)	0-5
Distributed Component Architecture	As a Best practice, and considering the scalability of the solution, a Distributed Component Architecture is preferred (0-4)	0-4
	In case Bidder has suggested its own architecture other than the above, based on the reasoning provided assessment would be done (0-3)	0-3
	Clear description on customisation of modifying existing business rules / introducing new business rules (0-3)	0-3
2. Security		
Identification	Description of user authentication procedure for the proposed application (0-3)	0-3
Data Integrity Data Encryption Data Confidentiality Data Availability Auditability	Details on Access Controls and Privileges through application (0-3)	0-3
	Encrypted storage of Username and Passwords (0-1)	0-1

Evaluation Criterion	Benchmark / Preferences	Rating Scale
	Details on restriction of access to data content in the database (0-2)	0-2
Firewalls and security supported by the system.	Description of firewalls and security components (such as intrusion detection systems) in the proposed solution (0-5)	0-5
3. System Performance		
Peak Volume and associated average response times, Concurrency	Average volume handling capacity (0-4)	0-4
	Database update response time (0-3)	0-3
	Database retrieval response time (0-5)	0-5
	Compliance with over and above the minimum requirement specified for concurrent users (0-2)	0-2
Benchmark studies on technology components Performance details for previous projects in case of developed solution	Availability of Graphs, Tables, Whitepapers and related statistics of benchmarked studies on performance (0-5)	0-5
		0-3
Scalability	Descriptions of procedure for scaling up the application for additional users and additional features furnished. (0-3)	0-3
	Extent of dependency on the Vendor for inclusion of new features (0-2)	0-2
	Compliance with increasing the user base to the desired level, as specified by <DEPARTMENT> with least effort (time and cost) would be given higher score (0-5)	0-5
	Need for additional infrastructure such as system software licenses / new hardware requirements etc. Lower the need higher the score (0-2)	0-2
4. Supported Platform O/S		

Evaluation Criterion	Benchmark / Preferences	Rating Scale
Server platforms	Detailed information on server platform with adequate rationale would be assessed for. More options for server platforms - higher the score (0-2).	0-2
Operating System (OS)	Details of OS the product would support. More the options – higher the score (0-2)	0-2
Platform/OS combination	Statistical information on the platform / OS combination to support the rationale furnished. (0-3)	0-3
5. Client Hardware/ OS		
Hardware/OS combinations for client	Details of hardware / OS combination proposed for client systems with rationale. (0-3)	0-3
User Interfaces	Browser based user interfaces would be preferred for suggested application, considering the accepted standards in use currently. (0-3) In case browser based user interface not suggested, the alternatives would be judged based on the reasoning provided by vendor (0-2)	0-3 0-2
6. Database/ Directory Support		
Databases	Relational databases which are being supported adequately in present day context would carry max score (0-3) Hierarchical / flat files databases – low score (0-1)	0-3 0-1
Product information (MS / Oracle)	Information on the Database products with recommendation and rationale (0-1)	0-1
Directory Services	Information on system support to Directory Services (0-1)	0-1
7. Data Architecture		
Logical and/or physical data model.	Description of the proposed data models for the application, supported by data models of earlier developed applications (0-3)	0-3
Customisation	Assess build-in flexibility for introducing changes at field level (0-3)	0-3
Control features for data	Details on Control features to ensure data integrity	0-3

Evaluation Criterion	Benchmark / Preferences	Rating Scale
integrity	such as updates, totals, cross-checks, validations etc. (0-3)	
Transaction management system	Details of the transaction management system (0-2)	0-2
Database layout	Information on Database layout supported with whitepaper(s) on database (0-2)	0-2
8. System management		
Rollback, recovery, and fault tolerance	Description of database failover, rollback, recovery provisions and fault tolerance (0-3)	0-3
System management tools	Details on provision of accepted system management tools and utilities, with appropriate notification features for effective system administration. (0-2)	0-2
Accessibility of system management interfaces.	Details on accessibility of system management interfaces and provision for remote administration. (0-2)	0-2
	Facility from vendor on Web-based support (on-line) would be preferred (0-2)	0-2
9. Web Server Support		
Web servers compatibility	Considering a future scenario of web-enablement, integration with Web Server would be assessed (0-5)	0-5
Functionality reside on the web server.	Number of functionalities that can reside on the web server and the level of difficulty associated in making it possible (0-3)	0-3
10. Application Server Support		
Application Server integration	Proposed Solution running on Application Server that is established and well known would be preferred (0-3)	0-3
Interface between your product and applications servers	Details on the interface of the proposed solution with application servers would be assessed (0-2)	0-2
11. Single Sign-on		
Integration with any Single Sign-On packages	Provision to integrate with single-sign on packages (0-1)	0-1
12. Presentation requirements		

Evaluation Criterion	Benchmark / Preferences	Rating Scale
Interfacing with a presentation system	Information on presentation system would be assessed for details (0-4)	0-4
Level of in-house customisation possible	Ability to customise screens (0-2)	0-2
Browsers support	Cross-browser support would be preferred (eg. IE / Mozilla) (0-2)	0-2
Embedded browser languages	Accepted scripting language within the boundaries of sand-box. (0-2) Client side Active-X controls would not be preferred.	0-2
Interface design compliance with standards	Usage of Standards such as optimised images / 256 colour palette would be preferred (0-2)	0-2
13. Session Management		
Concurrent users, multiple sessions	Description on handling of concurrent users, multiple sessions, session cookies. (0-3)	0-3
System's policy on session time-outs.	Policy details on session time-outs (0-1)	0-1
14. Integration Capabilities		
Integration capabilities with external, third party applications	Not a very significant point at this stage for <DEPARTMENT>. However, if the vendor can substantiate capability of the proposed solution with commercially known third party solution, it would be surely preferable. (0-1)	0-1
15. Auditing / Reporting		
Log files	Complete audit trails and log filing features of the proposed COTS as well as Custom solution would be evaluated (0-5)	0-5
Log files be customization	Ability of the log files to be customized and scheduled; (0-2) Access rights to view log files (0-1)	0-2 0-1
Querying capabilities	Details of querying capabilities, and user-friendliness of the user logs (0-2)	0-2
Procedure of audit trails	Procedure of audit, reporting and review of the proposed solution (0-2)	0-2

Evaluation Criterion	Benchmark / Preferences	Rating Scale
16. Disaster Recovery and Back-up		
Disaster recovery procedures	Description of the disaster recovery procedures for data, application and client. Details of the procedure address adequate scenarios and the actions thereof (0-3)	0-3
Archival policy	Details of archival policy and procedure for the proposed solutions. Higher the degree of automatic features / scheduling in the archival procedures, more would be score (0-3)	0-3
17. General		
Additional utility package required	Completeness in the list of any additional utilities (software / infrastructure) would be assessed (0-2)	0-2
Any limitations in the software/operating system/file manager	Description of the limits in terms of number of table entries, database size would be assessed (0-2)	0-2
Interdependencies in the modules	Details of the interdependencies across modules and possible implementation constraints would be assessed. (0-2)	0-2
Import / export facilities	Provision of import / export utilities especially to facilitate data entry / report generation (0-2)	0-2
End-of-day processes	Clear write-up on the end-of-day processes and the associated dependencies (0-2)	0-2
Application support	Compatibility with WLAN environment (0-3)	0-3
	Total	**183**

Assign scores for each of the line items based on Vendor responses.

Arrive at sum totals for Vendor Total Scores.

Example:
Let's say the Vendor A gets 120 out of 183.
Conversion of above score on a 20-point scale is as follows:

120 / 183 * 20 = **13.115**

3. **India Specific Capabilities: 8 Points**

For assessing this criterion, the projects may not be limited to India, and can also include similar countries having federal structure [or any other categorization as relevant] as India

Basis for awarding scores for this criterion is as follows:

- Number of clients using the product: 0-4 Points
  If No. of clients using the product are:
  - o More than 15: 4 Points
  - o Between 10- 14: 3 Points
  - o Between 5 – 9: 2 Points
  - o Between 1- 4: 1 Point

- Maximum Size of the Installations by vender : 0-4 Points
  - o More than 150 Users: 4 Points
  - o Between 50 – 150 Users: 3 Points
  - o Between 25 - 50 users: 2 Points
  - o Upto 25 Users: 1 Point

Example:
Number of Clients in India are 12;The Score is 3
Average No. of users = 100,
Then Vendor Total Score is 6 (i.e., Sum Total of 3 and 3).

Scoring would be on a 8-Point Scale

4. Government Specific Deployment : 7 Points

Number of Govt. clients using the product: 0-4 Points
  - o More than 15: 4 Points
  - o Between 10- 14: 3 Points
  - o Between 5 – 9: 2 Points
  - o Between 1- 4: 1 Point

Average Size of the Installations: 0-3 Points
  - o More than 100 Users: 3 Points
  - o Between 50 – 100 Users: 2 Points
  - o Upto 50 Users: 1 Point

Scoring would be on 7-Point Scale

Example:
Number of Clients in India are 8; The Score is 2

Average No. of users = 75,

Then Vendor Total Score is 4 (i.e., Sum Total of 2 and 2).

Only in this case the projects will have to be specific for the Government / Public Sector.

Based on the information provided by Vendor, <Purchaser > would assess the client referenced in relevant areas. The Vendors must agree to allow <Purchaser > to check relevant details / feedback from clients OR make site visits.

Vendor would provide information on each reference assignment for which the firm was legally contracted. **Based on an overall assessment, a score on a 7- point scale will be given.**

5. **Training: 10 Points**

It will be based on the emphasis the Vendor lays on providing training to the employees of <DEPARTMENT>.

This can be measured primarily at the time of Vendor Presentation, and on a secondary basis through the following:
- Training Methodology (including the handing over of the training material to the Purchaser, CBT or web based, Toolkits etc.)
- Layers of Training
- Time devoted for Training
- Training Kit
- Assessment Process

Evaluation Criterion	Benchmark / Preferences	Rating Scale
Training Model		
	Broad Course Content would be checked if it addressed all the relevant modules / functionalities specified by <DEPARTMENT> (0-4)	0-4
	Layers of Training proposed based on types of users: Top Management, Core Team and End User Group	0-3
	Phases of Training depending on the Project Time Lines – Basic Training during the beginning phase (0-2) – Module specific training as the system is configured and Pilot is being build (0-3) – Hands-on Training when the system is read for User Acceptance Tests (0-3)	0-10

Evaluation Criterion	Benchmark / Preferences	Rating Scale
	− Post implementation Training (0-2)	
Training Approach		
Train the Trainer	As an accepted good practice, 'Train the Trainer' approach would be preferred (0-1) Number of Training Programs, Duration of each Program and Evaluation methods suggested for the Train the trainer would be assessed (0-3)	0-4
Alternative Approaches	In case the Vendor suggests any other alternative approaches, it would be evaluated suitable based on the rationale provided (0-3)	0-3
Training Deliverables		
Training Aids	In form of handouts detailing each module with suitable examples and assignments, as and when class-room trainings are organised	0-5
	Complete Training Manual on completion of all trainings, before the Go-live which would cover final configuration of the solution	0-5

Prior Training Experience	Prior training imparted during earlier project could be furnished for the following details:
	  − Training Programme
	  − Client
	  − Duration
	  − Number of Batches and Trainees
		0-3

	Sample Training Documentations in earlier projects could be furnished by vendors	0-3
	Total Score	**40**

Based on Vendor Responses, assign score to each line item detailed in the table above. Add up scores to arrive at a Vendor Total Score and convert the total score to 10-Point Scale.

For Example: If the Vendor Total is 25 out of the Total Score 40

On a 10-Point Scale the Score would be 25/40 * 10 = 6.25

6. Certification, Credentials: 7 Points

This criterion would be used to assess the reputation of the company in the market that it is operating in. Here companywide certifications should be given scores.

The scores for this criterion may also be supplemented by response received from the Vendor references (prior clients). Responses from the Vendor References would be based on telephonic discussions / personal visits to the referred personnel (as specified by the vendors) based on Credentials submitted by Vendors in the format in the RFP document.

The following table provides the evaluation guidelines:

Evaluation Criterion	Benchmark / Preferences	Rating Scale
Certifications of Vendors		
	CMMI Level for the organisation (1 point for each level)	0-5
	ISO Certification / Six Sigma Certification	0-3
	Any other recognised certification from reputed authority for the organisation.	0-2
Feedback from Vendor Responses	Based on discussions with / visits to vendor referred clients scores would be awarded.	0-7
	Total Score	**17**

Based on Vendor responses and Referred client feedback, assign score to each line item in above table and arrive at the Vendor Total Score.

Convert the score to 10-Point Scale. (eg. If a vendor gets 14 out of 17, then a 7-Point Scale equivalent is **5.76** *(14/17*10)*)

7. Profile of Proposed Team Members: 20 Points

A consolidated spread sheet for the sub-criteria would be tabulated in an excel sheet for easier evaluation

The Scoring for this criterion will be simple yet significant.

The key parameters for evaluating the team members would be:
- Team Composition
- Years of Experience (out of which relevant experience would be considered for evaluation)

- Qualification
- Certifications
- Number and type of assignments handled
- Proficiency in Local Language

Please refer following table for line-wise breakup

Evaluation Criterion	Benchmark / Preferences	Rating Scale
Overall Project Team Structure	Composition of the Project Team Structure proposed by Vendor - Appropriate Number of Team members with justification - Roles and Responsibilities clearly defined	0-5 0-5
Total Years of Professional Experience	Project Manager preferably to have 8 years of experience	0-16
	Functional Consultants & Technical Leads (to preferably have 5 years of experience	0-5
	Database Administrators to preferably have 5 years of experience Developers to have at least 3 years of experience	0-5
	Process Consultant for Process Documentation	0-3
		0-5
Qualification	Basic Qualification for each team member should be either of the following: – Bachelor's degree in Engineering – Master's degree in Computer Science / Information Systems / MBA – Membership from reputed Chartered Accountancy institute – MCA / PGDCA	0-8
Certifications	Project Management Certification for Project Manager	0-2
	Technology Specific certification for Team Members	0-3
Number of similar assignments	Project Manager must have handled preferably 8 assignments of similar nature	0-4

Evaluation Criterion	Benchmark / Preferences	Rating Scale
	Other team members must have worked in at least 2 complete implementation / development	0-4
	Experience in Government Sector / Utilities	0-2
Proficiency in Local Language	At least 1 team member from each **module** must be conversant in Local Language Speaking and Writing	0-5
	More members in the team knowing Local language would be seen as an advantage	0-3
	Total	**75**

Based on vendor responses, assign score to each line item detailed in the table above add up scores to arrive at a vendor total score convert the total score to 20-point scale

EXAMPLE:

If the Vendor Total is 45 out of the Total Score 75

On a 20-Point Scale the Score would be 45/75 * 20 = 12

8. Project Methodology, Support and Documentation: 8 Points

Refer to Main Document and Addendums

Evaluation Criterion	Benchmark / Preferences	Rating Scale
Project Methodology	Software Development Methodology using the accepted standards; evaluation would be based on the rationale and clarity furnished in the vendor response	0-8
	Implementation methodology of solution would be evaluated to assess vendor's understanding of <DEPARTMENT>'s requirements to comply with the deliverables, training, handholding and post-implementation support required to make project successful.	0-8
Support	– Problem reporting and resolution mechanism	0 - 4

Evaluation Criterion	Benchmark / Preferences	Rating Scale
	– Hotline Support – Simultaneous Support of various releases – Willingness to support customisation of solutions – Handling Change Requests – Details of User Discussion Forum (s) – Escalation Mechanism – Future Upgrades	
Documentation	List the documents provided with your custom solutions – User manuals – System Administration manual – Security – System manuals – Architectures, Entity-Relationship diagrams, Source code etc. – On-line Help – Documentation updates to correspond with each software releases	0-3
	Total Score	**23**

Based on Vendor Responses, assign score to each line item detailed in the table above Add up scores to arrive at a Vendor Total Score Convert the total score to 8-Point Scale

Example:
If the Vendor Total is 15 out of the Total Score 23
On a 8-Point Scale the Score would be 15/23 * 8 = 5.22

2.7   How to conduct the Bid Evaluation Proceedings

2.7.1   Activities in the Bid Evaluation Process

The evaluation of the proposals should be carried out in three stages:

- Pre-Qualification / Eligibility evaluation
- Technical (bid) evaluation
- Commercial bid evaluation

2.7.1.1   Stage 1: Pre-Qualification Evaluation

Step 1: Basic Data
Before starting the actual evaluation it is necessary to collect all the key information pertaining to the bidding so that it is readily available and the evaluation process is kept in proper perspective.

Step 2: Record of Bid Opening
All bids received prior to the deadline fixed for submissions shall be opened at the time, date and place specified in the bidding documents. All bidders that have submitted bids and their representatives shall be permitted to be present at the opening of bids, and all those present at the bid opening shall be required to sign the attendance sheet.

A Record of Bid Opening, identifying all the bids received, alternative bids if any, and the presence or absence of the requisite EMD, read out at the public opening of bids, should be formally prepared.

The record of the bid opening should be signed by all members of the bid opening committee or persons responsible for bid opening. It is also recommended that all bidders present sign the record of the bid opening in order to ensure that the data has been read out and recorded correctly.

Step 3: Preliminary Examination for Completeness of Bids
The purpose of this step is to examine whether the bids received were complete as required by the bidding documents before further detailed evaluation. The areas to be covered by the examination are (i) whether required Bid securities have been furnished or not; (ii) whether bid documents have been properly signed or not; (iii) whether a power of attorney for the authorized person has been submitted or not; (iv) whether documents establishing the eligibility of bidders and goods have been furnished or not; (v) whether Technical Bid & Financial Bids in separate sealed envelope documents required to assess the post qualification of a bidder with respect to its financial and technical capability to undertake the contract have been provided or not; and (vii) whether bids are generally in order for further evaluation.

Step 4: Pre-qualification / Eligibility evaluation
Based on the pre-qualification criterion mentioned in the RFP document, the documents / proofs submitted by the bidder should be verified to establish the eligibility of the Bidder. The subsequent process for evaluation of the bids would be carried out only if the bidder qualifies through the pre-qualification requirement.

2.7.1.2   Stage 2: Technical Bid Evaluation

The scrutiny of bids for substantial responsiveness to the provisions of the bidding documents is one of the most important aspects of the evaluation of bids. A bid is considered substantially responsive if it does not contain any "Major Deviations" from the bidding documents or conditions which cannot be determined reasonably in terms of monetary value for financial adjustment. A major deviation is one which (a) has an effect on the validity of the bid; or (b) has been specified in the

bidding documents as grounds for rejection of the bid; or (c) is a deviation from the commercial terms or the technical specifications in the bidding documents whose effect on the bid price is substantial but cannot be given a monetary value. **The purpose of the exercise is to reject bids which are not substantially responsive to major commercial and technical requirements.**

Step 1: Preparation of Table of Bidders with technical evaluation details.
The information contained in the Record of Bid Opening needs to be supplemented with the actual bid evaluation and comparison of technical evaluation criterion. Therefore, it will be necessary to prepare the Table of Bidders and technical evaluation criterion setting out details such as Nature of work related turnover, relevant experience, approach & methodology, work plan etc. for detailed comparison.

Step 2: Substantial Responsiveness to Technical Requirements.
All bids must be checked for substantial responsiveness to the technical requirements of the bidding documents. Examples of nonconformance to technical requirements, which are justifiable grounds for rejection of a bid, are as follows:

(a) failure to bid for the required scope of work (e.g., for the entire SOW or a complete schedule) as instructed in the bidding documents and where failure to do so has been indicated as unacceptable;
(b) failure to meet major technical requirements (e.g., offering completely different types of solution from the types specified.

Step 3: Preparation of Table of Substantive Responsiveness of Bids
In order to ensure that a thorough check of the substantive responsiveness of all bids is carried out, a Table of Substantive Responsiveness to Technical evaluation criterion should be prepared. The tables should list all major conditions for Technical evaluation criterion which the bidders must meet for their bids to be considered substantially responsive. The responsiveness of each bid received should then be checked against this list and its conformance or partial conformance, or nonconformance to each item should be entered in the tables. Bids which fail to conform to any of the major conditions should normally be considered nonresponsive and should be rejected.

In the process of evaluation, bidders may be requested to provide clarifications of their bids where such clarifications are deemed necessary. Bidders are not permitted, however, to change the substance or price of their bids. The records of all clarifications sought and received must be kept by the Purchaser responsible for bid evaluation.

Step 4: Detailed Evaluation.
The next step is to scrutinize the selected bids systematically in order to compare and evaluate the bids on a common basis. The appropriate way to present the evaluation is in the form of tables, so as to record and compare the salient features of all bids to be evaluated in detail for technical requirements.

The Table of Technical Requirements should set out the technical evaluation criterion and their performance characteristics. Every bid being evaluated should then be scrutinized in detail and its salient features entered into the table against the listed items of the bidding documents. Any substantial advantage/disadvantage/highlight from the technical requirements of the bidding documents should be listed and it should be determined whether a financial adjustment to the bid is necessary or the bid should be rejected as non-complying.

The Purchaser may wish to correspond with the bidders for clarifications of their bids. Almost invariably the Purchaser will require meetings/presentations separately with all eligible bidders who are selected for detailed evaluation, in order to clarify their bids. Details of approach & Methodology, scheduling and resourcing are usually the principal subjects of such bid clarification meetings. Since the information provided by bidders in such meetings often forms the basis of the conclusions of the Purchaser, the minutes of the meetings should be recorded and these minutes should be attached to the evaluation report for the use of the Proposal Evaluation Committee in reviewing the findings of the Purchaser.

The bidders should be evaluated on the basis of the above table prepared against the marks allocated to each of the technical evaluation criterion. The evaluator must be cautious to apply the same yardstick of evaluation for each of the bidders. Post evaluation, the bidders who meet the minimum qualifying marks in the technical evaluation, are eligible for opening of the financial bid.

Minimum Qualifying Score in Technical Evaluation for moving to the subsequent stage of opening of Financial Bid is suggested as follows:

- **<75%>** of the total maximum score in case of L1 (lowest price bid) based selection because in a lowest cost bid the risk of any vendor bidding frivolously without understanding the scope of work or having the strengths to deliver it is high, so Evaluation committee is responsible to ensure that the proposal has a certain high degree of Quality
- **<60 %>** of the total maximum score in case of QCBS. This provides a better leverage to differentiate Quality amongst the bidders.

2.7.1.3 Stage 3: Announcement of Technical Scores

Evaluators of technical proposals should not have access to the commercial bids until the technical evaluation is concluded. The envelope containing the financial proposal is not opened till the technical evaluation is complete.

Step 1: Declaration/Announcement/Publishing of Technical Scores
The technical Scores of the bidders should be read out loudly before the Financial Bid is opened. Thereafter the Purchaser should share the detailed evaluation sheet providing details to the last level of evaluation to all the bidders.

2.7.1.4   Stage 4: Commercial Bid Evaluation

Step 1: Declaration/Announcement/Publishing of Technical Scores
The technical Scores of the bidders should be read out loudly before the Financial Bid is opened

Step 2: Preparation of Table of Bidders and Bid Prices.
The financial bids should be opened in front of the bidders who have secured the minimum marks in the technical evaluation.

Firstly, the bids should be examined for arithmetical errors and the errors, if any, should be corrected as specified in the bidding documents. The bidders must accept the corrections of arithmetical errors in accordance with the bidding documents. If a bidder refuses to accept the corrections of errors calculated in accordance with the provisions of the bidding documents, its bid shall be rejected and its EMD shall be forfeited.

Step 3: Substantial Responsiveness to Commercial Terms and Conditions.
All bids must be checked for substantial responsiveness to the commercial terms and conditions of the bidding documents. Examples of nonconformance to commercial terms and discussed below:
(a) Failure to sign the Commercial Bid Form and Price Schedules by the authorized person or persons;
(b) Conditional bids, i.e., conditions in a bid which limit the bidder's responsibility to accept an award (e.g. acceptance of the award is subject to government's approval for availability of critical material available in the market, or a bid submitted with a price escalation condition when a fixed price bid is specified, or qualifications to the Conditions of Contract);
(c) Inability to accept the price adjustment formulae of the bidding documents;

Evaluators of technical proposals should not have access to the commercial bids until the technical evaluation is concluded. The envelope containing the financial proposal is not opened till the technical evaluation is complete.

STAGE 5: DETERMINATION OF MOST RESPONSIVE BID

After going through the above stages, the most responsive bid shall be determined in accordance with the provisions of the bidding documents while ensuring transparency, competition, fairness and elimination of arbitrariness in the procurement process. The following criteria for determining responsiveness are to be taken into account for evaluating the bids such as:
   a. Time of delivery.
   b. Performance/ efficiency/ environmental characteristics.
   c. The terms of payment and of guarantees in respect of the subject matter of procurement price.
   d. Cost of operating, maintaining and repairing etc.

Bids received should be evaluated in terms of the conditions already incorporated in the bidding documents; No new condition which was not incorporated in the bidding documents should be brought in for evaluation of the bids. Determination of a bid's responsiveness should be based on the contents of the bid itself without recourse to extrinsic evidence.

Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document. However, where the lowest acceptable bidder against ad-hoc requirement is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered from the next higher responsive bidder at the rates offered by the lowest responsive bidder.

2.7.2 Rejection of Bids which are Outliers

There have been situations where the Nodal Agencies have to deal with frivolously low bids and the project may stand the risk of failure as the successful bidder may not be able to deliver at the price quoted. Bidding Documents should include a clause that "if a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered".

As per GFR 2017, [Rule 173 (xix)], rejection of all Bids is justified when
   a. Effective competition is lacking.
   b. All Bids and Proposals are not substantially responsive to the requirements of the Procurement Documents.
   c. The Bids /Proposals prices are substantially higher that the updated cost estimate or available budget; or
   d. None of the technical Proposals meets the minimum technical qualifying score.

Lack of competition in rule 173(xix) shall not be determined solely on the basis of the number of Bidders. Even when only one Bid is submitted, the process may be considered valid provided following conditions are satisfied:
a. the procurement was satisfactorily advertised and sufficient time was given for submission of bids.
b. the qualification criteria were not unduly restrictive; and
c. prices are reasonable in comparison to market values

When a limited or open tender results in only one effective offer, it shall be treated as a single tender contract.

2.7.3 Evaluation Team

The composition of the evaluation team depends on the size and complexity of the particular procurement, however as a general rule the evaluation team includes:

- a sourcing/procurement specialist, who in addition to any other role ensures the evaluation process is managed in a fair, robust and defendable manner, understands the rules of the evaluation and ensures they are followed
- commercial/financial expertise
- appropriate technical expertise required for E-Governance and ICT Systems development and Implementation projects

In most small to medium-size procurements, a team of three or four is adequate, however in particularly large or complex procurements there may be separate teams for the different components of the evaluation e.g. technical Solution, security, commercial, reference checks etc. This is specifically important for evaluation of QCBS bids.

2.7.4   Supplier Debriefing Post Score Announcement

Supplier debriefing is considered an important part of the evaluation process, as this provides suppliers with the opportunity to receive feedback on their offers and gain an understanding of where they can improve their offers to better meet the needs of the agency in future. It is a good practice for debrief to be provided to a supplier where one is requested.

2.7.5   Risks in Evaluation Phase

Generic risks identified by agencies relating to the evaluation phase of the procurement life cycle include:
- failure to plan the evaluation as part of the procurement planning phase, which results in an evaluation process that does not identify the best value-for money offer.
- failure to brief and train the evaluation team adequately in the evaluation rules and process, which may lead to an evaluation process that does not identify the best value-for-money offer:
  - o breaches of the evaluation rules, which result in an adverse public profile, embarrassment to the agency and/or formal complaints from the bidders
  - o failure to confirm the availability of evaluation team members as part of the planning process, which may lead to delays and slippage in the evaluation
  - o failure to ensure all evaluation team members complete conflict-of interest declarations, which may lead to: -delays once a conflict of interest has been identified while a replacement person is found -a need to repeat the tender or evaluation process if the conflict of interest is not identified until after the evaluation process
  - o embarrassment to the agency if a conflict of interest comes to light after the procurement is completed, and possible

2.7.6 Preference to domestically manufactured electronic products in Government procurement (PMA)

> The Central Government may, by notification, provide for mandatory procurement of any goods or services from any category of bidders, or provide for preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services (GFR 2017, Rule 153(iii))

Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of the Ministry of Electronics and Information Technology (MeitY) Notification No.33(3)/2013-IPHW dated 23.12.2013 and Guidelines issued there under through Notification No. 33(7)/2015-IPHW dated 15.11.2015.

The tender conditions would ensure that domestically manufactured electronic products are encouraged and are not subjected to restrictive product specifications or mandatory requirement of prior experience. The procuring agency may also rationally identify and evaluate predatory pricing by any bidder. However procuring Department or Agency may incorporate such stipulations as may be considered necessary to satisfy themselves of the security, production capability and product quality of the domestic manufacturer.

In case of turnkey/ system-integration projects, eligibility of a bidder as a domestic manufacturer would be determined on the domestic value addition calculated only for the value of notified Domestically Manufactured Electronic Products (DMEPs) i.e. forming part of the turnkey/system-integration project and not on the value of whole project.

The products notified by MeitY & Department of Telecommunications (DoT) for providing preference to domestic manufacturers are as follows:

By MeitY

1. Desktop PCs
2. Dot Matrix Printers
3. Tablet PCs
4. Laptop PCs
5. Contact Smart Cards
6. Contactless Smart Cards
7. LED Products
8. Biometric Access Control/Authentication Devices
9. Biometric Finger Print Sensors
10. Biometric Iris Sensors

By DoT

1. Encryption/UTM platforms (TDM and IP)
2. Core/ Edge/ Enterprise routers
3. Managed Leased line Network equipment
4. Ethernet Switches (L2 and L3), Hubs, etc.
5. IP based Soft Switches, Media gateways
6. Wireless/ Wireline PABXs
7. CPE (Including WiFi Access points and Routers, Media Converters),
   2G/3G Modems, Leased - line Modems, etc.
8. Set - Top Boxes
9. SDH/ Carrier- Ethernet/ Packet Optical Transport equipment
10. DWDM/CWDM systems
11. GPON equipment
12. Digital Cross- Connects/MUXs

13	Small size 2G/ 3G GSM based Base Station Systems	18	Repeaters (RF/RF- over- optical), IBS, and Distributed Antenna system
14	LTE based broadband wireless access systems (eNodeB, EPC, etc.)	19	Satellite based systems - Hubs, VSAT etc.
15	(Access Point, Aggregation Block, Core Block, etc.)	20	Copper access systems (DSL/DSLAM)
16	Microwave Radio systems (IP/Hybrid)	21	Network Management systems
17	Software Defined Radio, Cognitive Radio systems	22	Security and Surveillance communication systems(video and sensors based)
		23	Optical Fiber Cable

A copy of the aforesaid Notifications/Guidelines can be downloaded from MeitY website i.e. URL www.MeitY.gov.in/esdm. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the tender documents.

Tender procedure for procurement

1. The procuring agencies, whether Government Ministries/Departments or other government agencies, shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC, while providing preference to DMEP.

2. 2 The tender document for procuring notified electronic products should explicitly specify the modalities through which the preference for DMEP shall be operated. The details, apart from usual tender conditions, should specify the following:

    a. The electronic products for which preference will be provided to bidders of DMEP.

    b. Total quantity of procurement and the quantity of procurement for which the preference will be provided to bidders of DMEP.

    c. Percentage of domestic value addition which qualifies the electronic product to be classified as domestically manufactured.

    d. The procedure for certification and assessment of the percentage of domestic value-addition in an electronic product.

    e. The preference to DMEP shall be subject to meeting technical specifications and matching the L1 price.

    f. The procedure for awarding the contract to bidder of DMEP and the treatment of the quantity earmarked for the bidders of DMEP if no bidder of DMEP is available, in accordance with the clause 4.2.2 of the policy.

    g. For each electronic product proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L 1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L 1 bid is from the bidder of DMEP, the said bidder will be awarded full value of the order. If L 1 bid is not from the bidder of DMEP, the value of the order awarded to L 1 bidder will be the balance of procurement value after reserving specified percentage of the total value of the order for the eligible bidder of DMEP. Thereafter, the lowest bidder among the bidders of DMEP, whether L2, L3, L4 or higher, will be invited to match the L 1 bid in order to secure the procurement value of the order earmarked for the DMEP. In case first eligible bidder of DMEP fails to match L 1 bid, the bidder of DMEP with next higher bid will be invited to match L 1 bid and so on. However, the

procuring agency may choose to divide the order amongst more than one successful bidder as long as all such bidders match L 1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself. In case all eligible bidders of DMEP fail to match the L 1 bid, the actual bidder holding L 1 bid will secure the order for full procurement value. Only those bidders of DMEP whose bids are within 20% of the L I bid would be allowed an opportunity to match the L 1 bid.

h. The tender conditions would ensure that domestically manufactured electronic products are encouraged and are not subjected to restrictive product specifications or mandatory requirement of prior experience. The procuring agency may also rationally identify and evaluate predatory pricing by any bidder. However, procuring Ministry/ Department or Agency may incorporate such stipulations as may be considered necessary to satisfy themselves of the security, production capability and product quality of the domestic manufacturer.

i. The policy for providing preference to domestically manufactured electronic products shall also be applicable to the DMEPs covered in turnkey/ system integration projects, which have been notified under the policy. In such cases the preference to DMEPs would be applicable only for the value of notified DMEPs forming part of the turnkey/ system-integration projects and not on the value of whole project. It shall be mandatory on the part of the bidders in the tender to quote separately for the notified DMEPs forming part of the turnkey/ system-integration projects.

Tender evaluation

Total Bill of Material (Total-BOM) may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.

a. sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).

b. Ex-Factory Price of product minus profit after tax, minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

The percentage of domestic value-addition may be calculated based on information furnished as per the following formula:

Percentage of domestic value-addition = Dom/BOMx100

Total-BOM It is recommended that each agency assessing should calculate the domestic value addition using at least two of the above formulae so as to validate the assessments in this regard and ensure that the domestic value addition that is claimed is consistent.

It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are DMEP in terms of the domestic value addition prescribed for the product. The domestic manufacturer shall also be required to provide a value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of value-addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Ministry / Department.

In the event of unavailability of Indian manufacturers, the goods can be procured from foreign vendors on L1 quote.

2.8   Scope of Work

2.8.1   Procurement Choice between ONE or MULTIPLE RFPs

It is quite common in the Government to club the entire Scope of Work into one RFP document. The benefit being that there is only one vendor who would be responsible for ensuring the end-to-end solution. However on the other side is if all the scope of work is clubbed together without defining the specifications of the end deliverables, the output received is often a sub-optimal one.

This happens because of the following reasons:
- The bidder tries to reduce the cost to the extent possible. Hence if the bid asks for a computer table and a chair without providing details on the quality certification and warrantee, the cheapest available products would be quoted for. So in case a generator of any capacity is required, he would always quote for petrol Gen-set, as it is cheaper, but which may not be the most economical solution in the long run.
- The bidder may not be an expert in procuring and/or delivering anything distant from its area of business/competence (civil constructions, modular furniture, generator, data entry etc.).
- The prices which would be available to bidders for such products would be not based on bulk purchase; hence, there may be no real price advantage. Further the bidding organization will put in some margin of their own
- There is lesser ownership of the concerned officer (may be at a junior level) for specific modules of the project or incomplete knowledge of module related to localization. For e.g. if data entry has to be done by the successful bidder, he would generally faces issues in getting the quality check done and certified for the data entered by him. However if the data entry agency is selected through a separate RFP process by complete ownership of the officer responsible for the data entry, it would have a better chance of "owning" the quality of data entry. This becomes more crucial in case of data entry in local language(s), where non-compliance to the latest Unicode standard may render the data unusable. Utmost care, therefore becomes necessary to make sure that applications/tools/keyboard managers that have full compliance to the latest Unicode (version 6.0 or above) for character encoding get used for data entry by the selected agency. Most of the issues related to character encoding and typing errors can be avoided if the Inscript keyboard layout (BIS recommended standard) is used. Latest version is the enhanced Inscript keyboard layout, which should preferably get used.

2.8.1.1 Guidelines for segregation of RFPs

Before deciding on the scope of work for a particular RFP, there should also be an evaluation / analysis done on how the System Integrator vendor can provide cost effective deliverable for activities which are not core to their profile, for e.g. Site preparation, Data Digitization, Training etc. In the following situations, the RFPs should be segregated if:

a) There is a expertise available within the Purchaser for the procurement OR conversely, the bidding agencies do not have expertise in the procurement of the item

b) There is no confusion on the point of failure (for e.g. if a software fails to work, the problem could be lack of clarity on the point of failure - hardware, network, software etc. However if the data entry or a furniture has problems, there is no confusion on the point of failure).

c) The quality of product being procured can be compromised with

In case the answers to the above questions are YES for each segregated area of work, then a separate RFP should be prepared. Or else, it should be clubbed in one RFP. However if two or more work are clubbed then SOW should clearly specify end-deliverables (o/p) of each of the individual assignment, so that focus is not only on the end deliverables but on output at all stages

Further in case the decision based on the above, is to have separate RFPs, the Agency selected can be scoped to assist the Purchaser in the Bid Process Management.

2.8.1.2 Guidelines for clubbing of RFPs

In case the Purchaser has decided to club various areas of work in one RFP, it should consider the following:

1. In cases where "Indicative specifications" are being provided, it should be ensured that
   a. The specifications are available with multiple OEM[1].
   b. Indicative specification should be done after the Capacity balancing to ensure optimal usage of the hardware

   In case consultants are involved, an undertaking should be taken from them to ensure the above 1-(a) and 1-(b) points.

2. The Scope of work should be finalized in consultations with the prospective bidders/panel. This should be done so that the scope of work and deliverables are commonly understood between bidders and buyers. Inadequate clarity at an early stage of procurement of System Integration/Implementation work, results in inadequate information in RFP, leading to risk in implementation.

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[1] It is important and useful that a range of the performance indicators should be provided, so that it does not favor a particular OEM/technology)

3. The Scope of Work should not include activities / hardware, cost of which cannot be quantified. For example, the effort estimation for making changes in the software on introduction of GST should not be within the scope of work. It should be taken up as "Change Request" subsequently. This would minimize the cost and risk for both the parties.

2.8.2   Key Validating Questions for Scoping

The following questions may help in developing the specifications of requirements:

- **Why** are we doing this?
- **What** results do we need to achieve?
- **How** will the services be delivered?
- **How well** – what quality and standards apply?
- **How much** – what business/process reports, knowledge pieces, insight, research output are required?
- **Where** will the services be delivered?
- **When** will the services be delivered – term of contract?
- **Who** will be involved in the delivery: supplier / contract manager etc.?

Characteristic	Explanation
Complete	The specification of requirements is contained in one document with no missing information. If the nature of the procurement requires more than one document, the documents must be clearly structured and linked with no repetition or overlap.
Unambiguous	Each requirement is concisely stated without recourse to technical jargon, acronyms (unless defined elsewhere in the document). It expresses objective facts, not subjective opinions. Vague language is avoided. Negative statements and compound statements are discouraged.
Consistent	Each requirement is consistent with all others and any external documents that are referenced.
Current	Each requirement is current and can, in some cases, be future focused to meet planned or predicted future needs.
Feasible	Each requirement can be implemented within the constraints of the project including the budget.
Traceable	Each requirement can be traced back to a stated public policy / business / stakeholder need and is authoritatively documented.
Verifiable	The implementation of the requirement can be determined through one of four possible methods: inspection, demonstration, test or analysis.

The Rights

Don't forget to test your specification of requirements against the following **Rights**:
- Right quality
- Right place
- Right time
- Right price

2.8.3 Templates for Scope of Work

Scope of Work (SOW) is the most of important component of any tendering process. It is for this that the whole bidding process is entered – to execute the scope of work and deliver outcomes that the Government strives for.

Templates for Scope of work for various e-Governance projects are provided in this section for your detailed study and enhanced comprehension on the respective topics**. The user (Government entity/department) has to/must contextualize and make necessary changes in these documents before using it to include or build in a RFP document.**

Scope of work directly affects:

- Time to deliver the project
- Cost of delivering the project
- Intended business outcome for the Government
- Delivery of Citizen benefits/services

Scoping of work to be done during a project is dependent upon what is to be done and what is to be eventually delivered. Purchaser shall provide the necessary information to the SI, for estimation of system requirements, such as:

i.	Total Departmental Users
ii.	Peak Concurrent departmental Users
iii.	Total External Users
iv.	Peak Concurrent External Users
v.	Mobile Users
vi.	Help Desk Users
vii.	MIS Users
viii.	Peak Concurrent MIS Users
ix.	Data size Per User (Internal Users)
x.	Data size Per User (External Users)
xi.	Expected Growth (%) Internal Users
xii.	Expected Growth (%) External Users
xiii.	Transaction Volumes
xiv.	Total Batch Jobs
xv.	Execution Timing of Batch Jobs

xvi.   Expected Transactions Per Batch Jobs

xvii.   Expected data Per Batch Job

xviii.   Current Data Size

The scoping process mostly varies as per the nature of procurement – product, solution. Below we have suggest some guiding principles on drafting the scope of work for different

For System Integration Turnkey projects, drafting Scope of Work involves the following Tracks:

Scope of Work – Tracks
1) **Software: Development (Custom Application), Implementation (COTS / ERP)** 2) **Hardware Installations** 3) **Networking Installations** 4) **Data Digitization** 5) **Training and Change Management** 6) **Site preparation** 7) **Handholding Support** 8) **O&M Support (inclusive of Manpower Provisioning)** 9) **Security**

2.8.3.1 *Template for Summary of Scope of Work, Deliverables & Timelines*

An illustrative format for laying down the Summary of the above said Scope of Work is given here below:

S. No.	Project Track	Deliverables	Timelines (From Signing of Contract)
0	**Project Initiation & Solution Design**	• Suggesting Re-engineered processes (as per the industry's best practices) after studying & validating the existing documents • Software Requirement Specifications & Design Documents • In case there is decision or clear reason to choose a COTS product/software, performing mapping report of COTS product with the FRS / To-Be processes as defined	

S. No.	Project Track	Deliverables	Timelines (From Signing of Contract)
		in RFP • Deployment plan including the testing & acceptance plan • Hardware Requirement Report & procurement plan	
1.	**Development / customization and implementation of the Software Solution to meet the requirements of the Client**	Development / customization and implementation of the <Phase No.> modules	
		Development / customization and implementation of the <Phase No.> modules...	
2.	**Procurement, deployment and commissioning of the necessary Hardware at various define locations**	Deployment of the hardware in appropriate quantity and as per the specified technical specifications at the appropriate locations to support functioning of <Phase No.>	
		Deployment of the hardware in appropriate quantity and as per the specified technical specifications at the appropriate locations to support functioning of <Phase No.>	
3.	**Procurement, deployment and commissioning of the necessary Networking equipments and Connectivity**	Deployment of the necessary networking equipments and connectivity as per the requirements to support functioning of <Phase No.>	
		Deployment of the necessary networking equipments and connectivity as per the requirements to support functioning of <Phase No.>	
4.	**Data Entry and digitization of the records available in the paper files and migration of the data available in the existing databases**	Digitized and verified data for <Phase No.> modules	
		Digitized and verified data for <Phase No.> modules	
5.	**Training to the**	Satisfactory training sessions to the staff	

S. No.	Project Track	Deliverables	Timelines (From Signing of Contract)
	staff members and stakeholders of the Corporation and necessary Change Management	members of the <Name of the Purchaser > for the <Phase No.> modules	
		Satisfactory training sessions to the staff members of the <Name of the Purchaser > for the <Phase No.> modules	
6.	Operations and maintenance (inclusive of Service Levels)	Operations and maintenance support for <Phase No.> modules	To be started from successful implementation of <Phase No.> modules till end of project
		Operations and maintenance support for <Phase No.> modules	For a period of <Years/Months> from successful implementation of <Phase No.>

Details on each of the above mentioned Tracks of Scope of Work should be provided in the following format:

Brief Background	<Brief Description of the Track>
Scope of Work and Activities to Perform	<Detailed Scope of Work for the Track>
Deliverables and Estimated Timelines	<List of Deliverables and associated timelines for each>
Service Levels (if applicable)	<Service level requirement for each solution/Track delivered>

Information provisioning Standards in Scope of Work

The RFP should provide information with requisite details which can help in the bidders estimating the right effort & solution. This template needs to be provided to ensure that:

1. **Appropriate (beyond intuitive) level of details provided**
2. **Performance requirements are detailed rather than technical specifications**
3. **Clarity in In-scope/ Out-scope definition**
4. **Scalability requirement (beyond a statement of intent)**
5. **Interoperable requirement (beyond a statement of intent)**
6. **Open Standards**

This needs to be provided with respect to each component of the RFP. Based on experiences from E-Governance projects, it is learnt that the following types of Scope of Work meet the requirements for most of the RFPs. The exact nature of work would be specific for each project; however, the effort here is to set standards for providing information in the RFP, so that the bidders are able to design the solution most apt for the situation. The Guidance Notes provide e-Governance RFP information provisioning standards for the following:

1. Application Requirements (Functional and Non Functional)
2. Hardware
3. Networking
4. Capacity Building & Training
5. Site Preparation
6. Data Digitization
7. State Data Centre (if applicable)
8. Operations & maintenance support for the above activities.

2.8.4 Template for Software application (needs to be customized as per project requirements)

The selected Systems Implementation Partner / System Integrator should be responsible for the following:

i. Develop / customize and Implement the Software Solution (keeping the bespoke development to the minimum) as per the requirements of the <Purchaser>. The bidder will ensure that the Best Practices for Software Development as well as Localization are used during the software development / customization and implementation phase. The Development & Support Model, like Onshore/Offshore will be decided in consultation with the Purchaser. Further, the Purchaser will inform about the facilities provided to SI in both the model (Desktop, Laptop, Internet connection, phone Lines, VPN client connections, bandwidth etc). In case, if Business Process Re-engineering (BPR) results in value addition like process simplification or cost saving, then the details of BPR will be decided by mutual consultation.

ii. The bidder will be solely responsible for arranging any software tools required during the development of the software application at his own cost and <Purchaser>,in no case will be responsible for arranging any such software / tools. If any existing software/hardware needs to be used for new solution then complete details will be provided by Purchaser, such as:
   a) Layer : App/DB etc
   b) Environment : Prod/DR etc
   c) Service Description : DB/Web Server/BI etc
   d) Server Make/Model
   e) O.S & Version
   f) Cores
   g) No. of nodes
   h) RAM per Core

Software Details like:
- (i) Software
- (ii) Environment
- (iii) Unit of Measurement
- (iv) Number of Licenses
- (v) Version
- (vi) License Expiry Date

Data backup policy with relevant information, such as:

a) Type of Data :DB/Messaging/EMS etc
b) Frequency, schedule and kind of Backup such as
- Daily Backup : Incremental
- Weekly Backup :Full
- Monthly Backup: Full
- Yearly Backup :Full
c) Retention duration for different kinds of Data like: Monthly/Quarterly/Daily etc
d) Backup Format and File types

iii.   Supplying and implementing the database and related software, integration tools and describing the process to be followed for installing the same. The RDBMS proposed should be from one of the top 5 as per the latest IDC / Gartner report.

iv.   The selected Systems Implementation Partner will ensure the validation of the Software solution deployed from the OEM of the solution to ensure that the best possible solution / specifications / methodology has been used for implementation of the given Solution. This validation should cover (but not limited to) Hardware sizing, Certification of Installations, System Integration, Solution quality and Certification of System Performance (to maintain SLA) before go live.

v.   Integration of all the application modules for seamless sharing of data across divisions with adoption of UNICODE 6.0 standard onwards. Purchaser will inform about all interfaces to the existing applications, Interaction mechanism and protocol, type of data exchanged, frequency of data exchange, size of data to exchange etc]

vi.   **MIS Reports**: The Systems Implementation Partner would be required to provide / facilitate centralized MIS reports to meet the reporting requirements. The Systems Implementation Partner will also ensure anytime-anywhere availability of these MIS reports. Various MIS reports, but not limited to, required for the project have been detailed as a part of FRS in the RFP document. For MIS reporting system the Systems Implementation Partner will ensure that:
- a.   The MIS system should be able to export the report data to industry standard read-only formats, word processing, spreadsheet etc.,
- b.   The MIS reports should be dynamic in nature and should provide the user the freedom to select the data fields as per his / her requirements,
- c.   The books of accounts and other statutory reports should be available for audit by the <CAG or Purchaser > or its agencies,

d. The selected Systems Implementation Partner will map the default reports of the selected Software Solution with the actual requirements of the project and will develop the additional reports which are not available as part of Software solution,

e. The Systems Implementation Partner will also develop any other MIS reports required by <Purchaser > or its stakeholders from time-to-time.

vii. Develop and implement a suitable Payment Gateway to meet the requirement of online financial transactions. It will be the sole responsibility of the Systems Implementation Partner to tie up with banks / payment aggregator for arranging the payment gateway at his own cost.

viii. Develop and implement the Enterprise Portal for the <Purchaser > as per the Best practices for Portal development meeting the requirements of <Purchaser > (as specified in the FRS),

ix. Carry out the intermediate and final testing of the configured solution and obtaining sign-offs from <Stakeholders>,

x. Coordinate and provide necessary support for acceptance testing and systems audit (functionality, process, performance & security controls) to be performed by a third party to be nominated by <Purchaser >,

xi. Implement necessary access security and data validation controls during the development of the software application,

xii. Preparation of necessary User and Trouble Shooting manuals for the Solution.

The Functional and Technical Architecture of the proposed solution has been detailed <Reference>. While the proposed architecture has been provided in the RFP, the selected Systems Implementation Partner will have to validate / re-design the architecture as per the needs to the solution. The list of software modules which Systems Implementation Partner will implement as a part of the project shall be as follows:

- Modules to be developed in Phase X:

  ....
  ....
  ....
  ....

- Modules to be developed in Phase Y:

  ....
  ....
  ....
  ....

Please Note:

➢ *The detailed functional requirement specifications along with MIS requirements for all the above mentioned modules have been detailed out*

➢ *The name of the modules should be read along with the Functional Requirements specified in the documents. The Functional Requirements defined in this RFP are as per the requirements of <Purchaser >, which may or may not meet the exact functionalities of the proposed Software solution provided by the Bidder. Hence, the bidders are suggested to study the*

requirements and do a due diligence while proposing their solution and accordingly map the requirements with the proposed Software products.

➤ *Systems Implementation Partner should ensure that the system supports the <Languages >, data input and output.*

The module wise users for the above mentioned list of modules is as follows:

S. No.	Name of the module	Users (for design purposes) (Nos.)
1.		
2.		
3.		

2.8.4.1 Standard Template for Functional Requirements

For a solution being proposed by the bidder, the following information should be sought and detailed as part of the Functional Requirements Specifications (FRS)

1. At an overall level, each Module, key sub-modules (or any process) need to be detailed out as follows:

Purpose:

KRA of Process:
- .....

KRA of Sub-Process:
- .....
- .....
- .....
- .....

---

2. The "Swim Lane" or the Cross-Functional Flow Chart diagram for each sub-process has to be provided with the following information superimposed on the diagram

Database	Paper File
Activity using Computer	Flow among other divisions
Activity using System	Flow-in to Concerned Division
Decision using Computer	Flow-out from Concerned Division
	A — Page Reference
Manual Operation	Reference Document
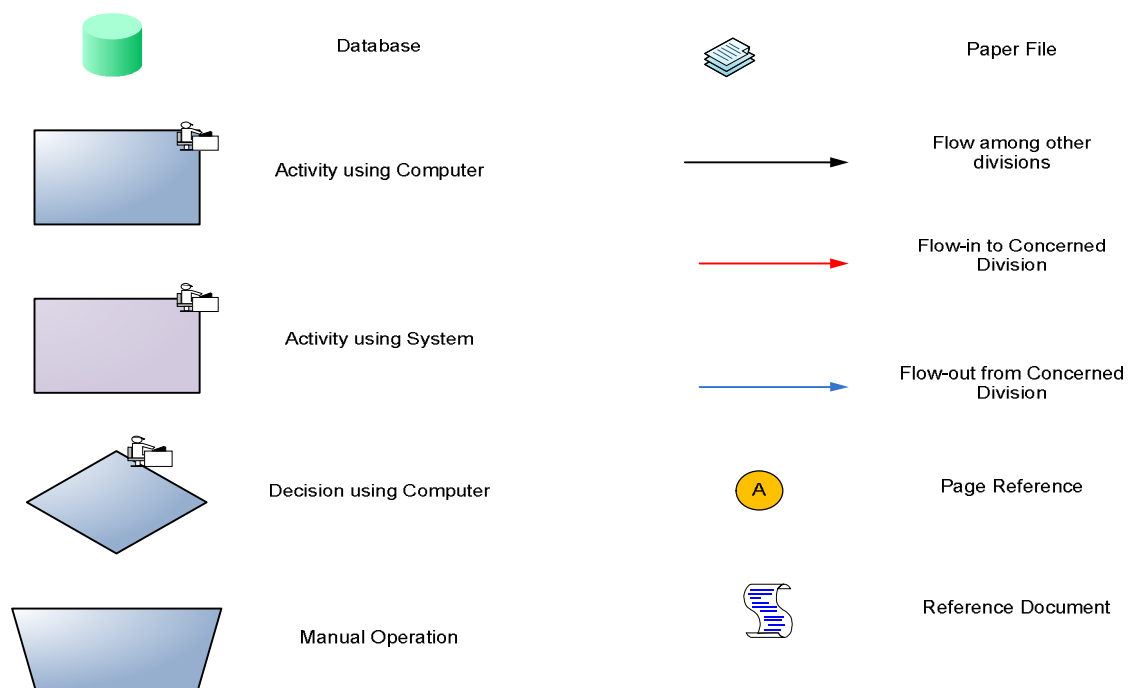
3. The sub-process needs to be detailed out by providing information in the following format provided purely **as Illustration**:

Detailed Process Flow				
Process steps	**Responsibility**	**Timelines**	**Referenced Documents**	**System Interfaced**
1. System generates automatic alerts and reminders against agreement renewal, 30 days before agreement expiry date				
2. Citizen submits renewal fees				
3. In case agreement is not renewed by the Tehsildar as per the norms, system automatically starts the process of Application Closure				
3. Cashier receives the payment and updates the system				
4. Payment Receipt process is invoked				

4. Based on the above, the Application may be defined as modules and sub-module. Each sub-module identified should be detailed to provide expected functionalities with expectations on its integration with other module or sub-module – internal or external to the system. For illustration, the table is provided below:

No.	Functionality	Priority (Essential / Desirable / Nice to have)	Integration Requirements	Compliance
1	System should generate alerts / reminders based on the Payment terms with the customer	D		
2	System should generate codes for new jobs / projects received by <department>	E		
3	Project/ Job codes be generated in user defined formats	E		
4	Project/Job Codes to be changed in future by adding suffixes and Pre-fixes	N		
5	Job / project code be treated as a cost center	E		
6	System to allow more than one cost centers mapped to job / Project code	E		
7	System to maintain a list of job / project codes in <department>	E		
8	System to store all transactions related to a job against the Job code	E		
9	System to maintain work completion certificate for a project	E		
10	System to maintain time sheets / records for the project	E		
11	System to generate Invoices for a project based on automatic capture of data	E		
12	System to generate Invoice Verification Certificate	D		
13	System to allow user defined	E		

No.	Functionality	Priority (Essential / Desirable / Nice to have)	Integration Requirements	Compliance
	formats for the certificates			
14	System to allow user defined formats for the invoices	E		
15	System also to allow users of PMM to generate invoices	E		
16	System to allow users of PMM to capture the approval of these invoices	E		
17	System to allow project level approvals for service and manpower obtained from vendors / sub-contractors	E		
18	System to allow users of FMS to verify invoices	E		
19	System to generate reminders and alerts for invoiced and due from customers	E		
20	System to generate receipt for cash / cheque payments	E		

Wherever required in the above template, it should go into the field level. Simply for illustration purpose, a table is provided below:

No.	Functionality (ILLUSTRATIVE)	Priority (Essential / Desirable / Nice to have)	Integration Requirements	Available in proposed ERP / COTS
NN	System to allow for the following fields in the transaction record:	E		
	- vendor code	E		
	- vendor reference invoice number	E		
	- transaction reference for internal use	E	**Name of the module with which this has to integrate**	
	- invoice type	E		
	- terms	E		
	- invoice date	E		
	- invoice receipt date	E		
	- posting date	E		
	- due date	E		
	- period	E		

No.	Functionality (ILLUSTRATIVE)	Priority (Essential / Desirable / Nice to have)	Integration Requirements	Available in proposed ERP / COTS
	- gross amount	E		
	- discount	E		
	- penalty deducted for late delivery	E		
	- other deductions	E		
	- net amount	E		
	- quantity	E		
	- unit price	E		
	- transaction currency	E		
	- currency rates	E		
	- payment method e.g. cheque, Internet transfer	E		
	- bank details	E		
	- narrative	E		
	- GL code	E		
	- hold information	E		

5. Thereafter the reports which are required should be detailed out. [An illustrative example of the Reporting requirements of the process has been provided below purely for reference purpose]

No.	KRA	Details of Report	Usage Level	Frequency	Template
		Reports			
1	Monitor status of Certificate Renewal	**Objective** To know complete status on agreement renewal **Purpose of the Report** Expedite the matters where agreement is not renewed **Key Attributes of the Report** ▪ Name of the Centre ▪ Name of the CSC ▪ Location of Centre ▪ Type of Centre ▪ Certificate Renewal Date ▪ Reminder Letters with dates – Sent/ to be sent/ No action taken	▪ Tehsildar ▪ District collector	Monthly	Reference number of the report format

No.	KRA	Details of Report	Usage Level	Frequency	Template
		▪ Agreement Renewal Status – Renewed/ In Process/ Pending ▪ Action items/ Remarks			

The above structure has been proposed to avoid duplication of effort between the Consultant and the SI bidder and to reduce the time for implementation of the project.

2.8.4.2   Standard Template for other details (including Non-Functional Requirements)

Tools for Capturing and Documenting Non-Functional Requirements: Use cases have been widely used to specify functional requirements. By simply extending use cases with a field for all the non-functional requirements associated with the use case, run-time qualities associated with particular functionality can be capture conveniently.

 Please refer to the illustration table provided below.

Use Case	*Use case identifier and reference number*
Description	*Goal to be achieved by use case and sources for requirement*
Actors	*List of actors involved in use case*
Assumptions	*Conditions that must be true for use case to terminate successfully*
Steps	*Interactions between actors and system that necessary to achieve goal*
Variations *(optional)*	*Any variations in the steps of a use case*
Non-Functional	*List of non-functional requirements that the u___ must meet* The nonfunctional requirements are listed in form: <keyword> : < requirement> Non-functional keywords include, but are no___ to **Performance, Reliability, Fault Toleran___ Frequency,** and **Priority**. Each requirement ___ expressed in natural language or an appropr___ formalism.
Issues	*List of issues that remain to be resolved*

RFP should also mention the legacy system if there has to be integration made to existing legacy system & solution should Support it.

The nodal agency should take a conscious call on whether the Annual technical Support should be the part of Scope of work or otherwise

The ATS is meant to provide technical support to the software during the period of ATS contract, with provisions to upgrade the software, as an when the supplier brings in newer versions of the software. So the ATS is like an insurance against the obsolescence of the Software.

Hence the nodal agency should take a conscious call whether it wishes to club both hardware and software warrantee periods to be the same or have difference warrantee periods for software and hardware.

2.8.4.3   Application Software Service Support & Maintenance

Support

(Also please refer 2.8.11 and use the relevant template)

There are generally two types of Application service support requests:

  a. Administrative support requests : These are generally changes which has to be made in the software due to change in the administrative policy/rules

  b. Technical Support requests. Examples of Technical Support requests include:

   - System faults
   - Record errors, and
   - System exceptions and overrides (on a case by case basis).

System Monitoring

Bidders are required to demonstrate:

  a. Processes to monitor the availability of online application services

  b. Processes to alert when application services are unavailable, including the impact, contingencies and service restoration timeframe.

Support requirements

It is anticipated that support requests will be mitigated by the usability of the system, the provision of comprehensive online help tools and the initial and ongoing training assistance that will be provided.

Hence, the RFP may detail mechanisms for the provision of the support requirements outlined above and are encouraged to detail any additional support they can provide, such as online ticketing systems, which will allow Domain Providers to track the resolution of support requests.

Support management

RFPs are required to detail how they propose to isolate, assess and respond to:

  a. reports of faults and incidents

  b. requests for service improvements, and

  c. requests from other users that may not be authorized to request changes

Procedures manual

The RFP may like to have a procedures manual for use, prior to the completion of go-live. The procedures manual will be subject to change control and acceptance. The procedures manual should include, but not be limited to:

  a. support request and complaint procedures

  b. incident management and escalation procedures

  c. change management and release management procedures having regard to the requirements set out in the Contract), and

  d. a disaster recovery and business continuity plan.

The procedures manual will also include Proformas for:

    a.   quarterly reports

    b.   incident reports, and

    c.   application change requests.

> *The RFP should be clear with respect to:*
> - *If fixed or estimated pricing is required for maintenance support;*
> - *The period of time the Department intends to contract with the successful Vendor for maintenance support or reserves the option to contract with the Vendor for this support;*
> - *How maintenance support will be provided (i.e. % of license fee, time and materials or fixed price basis);*
> - *Will maintenance support be contracted under a separate agreement (along with OEM) or as part of the Contract resulting from this RFP;*
>   - *the scope of the maintenance support activities to be provided by the Vendor /OEM (e.g. database support, version up-grades, help desk, and the tasks included in each area);*
>   - *the service levels to be met by the Vendor, for example:*
>   - *System must be available a minimum of 95% of the time during Business Hours;*
>   - *Help desk support must be provided in such a manner that users will have immediate response to a call (users would wait no longer than 3 minutes on hold) and identification of a resolution of 75% of the calls must be provided to the user within four Business Hours.*
>   - *If enhancements to the Software/Solution are to be included in maintenance support.*

Service Maintenance

The Information which the Purchaser or the department may require may be specified upfront. This could include the following:

    a.   the number of calls made to the help desk or for support

    b.   performance against the Service Levels

    c.   the number, impact, timeframe and resolution procedure of planned and unplanned outages that occurred during the reporting period

    d.   the number, nature and source of service/support calls received in the reporting period

    e.   the number and nature of unresolved technical and operational issues and recommended resolutions, in the reporting period

Training

Training is an integral part of the service support expected. The RFP should indicate to facilitate a practical training sessions to the new users and the clarity on the numbers, locations, facility required in these training sessions.

2.8.4.4   Licences – Period and Numbers

The clarity should be provided in the RFP for the requirement of license period and a license fee. Quite often, this information is not sought resulting in issues at a subsequent stage. The Purchaser in case of deploying COTS solution should clearly mention Licenses requirement for "

    -     No. of users for each module

    -     No. of users with Admin Rights

    -     No. of users having right to access all modules (For Higher Officials)

2.8.4.5 Update/Upgrade of System Software

The RFP should specifically mention whether an "update" or "upgrade" of the system software is required. Mandating that all new versions, releases, & updates of Software will be passed on for free during the Warranty Period is a comprehensive requirement. Inclusion of "update" & "upgrades" may lead to significant inflation of bids, the benefits of which must be balanced against the perceived costs in the mind of the successful Bidder at the time of bid submission.

While determining scope of work, it is suggested that the Supplier be liable to provide for free only new releases and updates, while specifying that the Purchaser shall reimburse the vendor under the provisions of the Change request mechanism in the event of upgrades. Other solutions to address inflation of bids on account of upgrades that can be considered include:

1.   shorten the time period during which updates, etc., would have to be supplied for free
2.   or alternatively, a more narrow set of "Standard Software" could be covered.

2.8.5   Template for Hardware Requirements

2.8.5.1   Guidelines to define the Hardware requirements

For input based RFP (Category 1, defined in Section 2.6.2.1) Scope of Work for Hardware related procurement should ensure that:

- Business or technical requirements for hardware are clearly specified
- Specific and clear details on intended use of the hardware is provided – how, where
- Bill of Material (BOM) is specified with the right set of configurations to meet the performance requirements of the solution to be delivered. Right set of configurations mean:
  o   Technically up to date with the market or from latest generation of the relevant systems in context
  o   Compatible with other hardware to be installed
  o   Meets or exceeds performance standards expected from such hardware
- BOM should also detail the items and their quantities that need to be procured. It MUST not specify any brand name or indicate reference to any proprietary feature
- It should include only those hardware products for which the quantity and specification can be indicated
- Hardware does not depend on any specific type of product to function (no technology or product lock-in should be associated with that hardware)
- Product is replaceable and upgradable without impacting any other installation or the solution at large
- Estimate of the load/ number of users of the hardware is provided; hardware already in place at the locations, if at all
- List of hardware already installed or procured, if at all, is provided to avoid duplication of hardware, cost and efforts. For example: the infrastructure & services available for use by the bidder at the State Data Centre needs to be mentioned / committed to the bidder, so as to avoid duplication of costs

- Hardware has vendor support in India or nearby location, post its installation
- As per GFR Rule 176, Buy-Back, when it is decided to replace an existing old item(s) with a new/better version, the department may trade the existing old item while purchasing the new one by issuing suitable bidding documents for this purpose. The condition of the old item, its location and the mode of its handing over to the successful bidder are also to be incorporated in the bidding document. Further, the bidder should be asked to quote the prices for the item (to be offered by them) with rebate for the old item and also, without any rebate (in case they do not want to lift the old item). This will enable the department either to trade or not to trade the old item while purchasing the new one.
- There should be clear mention of technology refresh as a requirement to protect aging of hardware and sanctify support to these systems in the form of upgrade, new installations or replacements. The RFP should clearly specify
  - the number of times technology refresh is required within the contract duration
  - mention hardware/software (i.e. Server, PC, Licenses etc) which are covered under the refresh clause
  - provide clarity on the sale proceeds of the old hardware(irrespective of the ownership of hardware i.e. SI or Purchaser)
  - ensure safe disposal of e-waste comprising discarded hardware/ electrical/ electronic equipment/ components taken under buyback or other arrangement where ever applicable.

Ideally, the successful bidder should not be allowed to provide hardware different from what was proposed in the bidder's BOM at the time of proposal submission. However, if for reasons beyond the control of the bidder, the same is untenable during the project term, the Implementation Agency may be allowed to provide alternate hardware, provided the hardware should meet/better all RFP requirements, without any cost escalation subject to following restrictions:
  a. OEM shall remain the same;
  b. Product should meet all functionalities listed in the RFP.
  c. OEM must provide a representation that the new product is a newer version of the proposed product.

[Note: Some samples on hardware specifications are provided for the user's reference at Appendix 3.1]

2.8.6 Enterprise Management System

The Purchaser should evaluate the requirements of Enterprise Management Systems for better management of IT resources:

Enterprise Management system:
- Network Management System : · Fault Management, Performance Management and Traffic Management
- Configuration Management
- Server Performance Monitoring
- System Performance for Physical and Virtual servers

- Database Performance Monitoring
- Help Desk
- Asset and Patch Management
- Application Performance Management for Web-Based Applications and end user Monitoring

Security Management:
- Security Management: Identity / Access Management and Data Loss Prevention
- Host Access Control
- Web Access Management
- Risk and Fraud Management

Contract and Service Level management:
- Service Level management: It helps States for authoring, modifying and measuring service level agreements, operational level agreements and underpinning contracts

Energy Management: To gain central visibility of energy consumption at a Data center and device level.

Project Management: This will help State PMO to oversee the progress of each project and resource requirements.

2.8.7   Template for Network Requirements

For defining the Scope of Work of Network related procurement, a Government entity/ department should practice the following:

- Provide business requirements for networking
- Networking capacity required is clearly detailed
- Bandwidth and network specifications should be laid out
- Coverage and locations are clearly detailed
- Information on nearest network service provider hub
- Location and type of infrastructure available at that location should be detailed – if it's a standalone building, or certain floors of an already occupied building or empty building
- Mention the existence, or not, of a telephone line in (or around) the location where network needs to be set up and its distance from that location
- Information on any form of networking already in place at any of the locations
- Each site should be ascertained for the following networking technologies:
    - SWAN – Vertical connectivity (wherever applicable)
    - SWAN – Horizontal connectivity (wherever applicable)
    - VPNoBB
    - P2P RF
    - LTE
    - VSAT

- Information on electrical facility at the location

- Any dependencies to or from Networking related activities should be mentioned upfront
- Details on clearances required, if any, before setting up the network

NETWORKING RELATED BACKGROUND DETAILS REQUIRED
1. Name and Addresses of the site offices
2. Number & Type of user at each location
3. Sites with existing connectivity, provide:
• Existing service provider & Service level / baseline
• Additional LAN requirements (including Earthing, Cabling etc.)
• Networking requirement
• Feasibility of scalability of the networking
• Equipment (Modems etc.) required
4. In case of no connectivity, each site should be provided with the following details:
• Network feasibility of various Technologies at each location
• SWAN Connectivity Planned:
• Bandwidth required
• Feasibility of SWAN connectivity
• Feasibility of scalability of the networking
• Equipment (Modems etc.) required
• SWAN Connectivity NOT planned
• Bandwidth required
• Type of Technology to be used based on feasibility & cost considerations (VPNoBB, P2P RF, LTE, VSAT)
• Equipment & its specifications (Modems etc.) required at each site
5. Technical Specifications for Firewall & IPs
6. Specify the services to be provided including day-to-day operations of the network setup. For e.g. The services required may be:
• Round the Clock Network Monitoring
• Network Performance Management
• Router Configuration Management
• Network Fault Management
• Carrier/ Link Management
• Traffic Management

2.8.8   Template for Data Digitization

The Scope of Work for data entry should specify the following:

- Language of Unicode data entry
- Use of transliteration – clarity on software to be provided
- Single or double screen to be used
- Software to monitor the quality check
- Data base in which data is to be kept
- Place/Location of data entry
- Manner in which the records would be handed over and taken back
- Hardware services required

- Data quality processes
- Data safety and security process
- Quality Check

The data entry Scope of work should provide for the type of records to be computerized, the number of such records and typical time taken **(based on time and motion study)** to carry out data entry for a particular record.

DATA ENTRY RELEVANT INFORMATION REQUIRED	
Name of the Record / File:	<Insert Response/Information/Value here>
Number of records:	<Insert Response/Information/Value here>
Number of records at each location:	<Insert Response/Information/Value here>
Fields to be entered:	<Insert Response/Information/Value here>
Average time taken one record to be entered(based on time & motion study):	<Insert Response/Information/Value here>
Data entry software availability:	<Insert Response/Information/Value here>
Responsibility of quality check of the data:	<Insert Response/Information/Value here>
Process for data quality validation:	<Insert Response/Information/Value here>
Commitment from Government for completion of Quality Checks:	<Insert Response/Information/Value here>
SLA for quality validation:	<Insert Response/Information/Value here>
Location of data entry:	<Insert Response/Information/Value here>
Database to be used:	<Insert Response/Information/Value here>

2.8.9   Template for Training requirements

Training is considered a "Soft Deliverable" and measuring the quality of a Training is a challenging task. It may be noted that quite often the trainees are not "willing staff" to undergo training and take on tasks subsequent to the training. Hence one needs to be careful while defining the training requirements. Some of the key tasks defined in the training are as follows:

2.8.9.1   Preparation of Training Plan

a. Prepare the detailed Training plan which will cover at least the below mentioned Training programs
b. Prepare the list of topics to be covered under various Training programs
c. Get approval of the Government entity/department on the Final Training topics and plan

2.8.9.2   Preparation of Training Materials

a. Preparation of a User Manual for each function/module of the Software Application to be deployed. Soft copy of the same to be made available to all relevant participants

b. Preparation of a self-learning Computer based Toolkit for use of applications like Web-Portal, Helpdesk Application, Application getting developed as a part of the project

c. Preparation of Training material for participants of every type of Training which is to be delivered

d. Obtain approval of the Government entity/ department on the Training content at least 1 week before delivery of the Training program.

e. Hard copy of Training material to be provided to the participants during the Training session while soft copy is to be uploaded in the Government entity's/ department's portal.

2.8.9.3   Delivery of Training

The class and the facility required in the training needs to be planned.

2.8.9.4   Administer Tests and Collect Feedback from Trained Participants

a. Design suitable paper-based or practical tests for assessment of the trained participants especially on the use of Application, IT infrastructure, basic troubleshooting etc. The vendor will have to get the same approved from the Government entity/department

b. Use various predefined Forms for gathering feedback regarding the satisfaction of trained participants. The feedback should focus on relevance of course content / coverage, quality of presentation, quality of training material provided, relevant examples / practice sessions, quality of faculty, administrative arrangements done for the training etc.

c. Use the feedback to improve the training materials and mode of training

2.8.9.5   Reporting

a. Detailed report regarding each training session (for e.g. participants, attendance levels, date of training, location of training etc.) is to be maintained in the system. The same to be made accessible to the authorized officers within the Department.

b. Exact Reporting formats will be decided and agreed upon by the Government entity/ department with the selected Bidder

2.8.9.6   Training Site Preparation

The selected Bidder/vendor is to provision for the training space at each location. It may hire an appropriate set up for the same.

2.8.9.7   Deployment of Infrastructure

a. All Training Equipment and accessories needed for the delivery of Training (e.g. projector, white board, stationery etc.) and other IT infrastructure and networks etc. as deemed necessary by the

vendor for delivery of training and achievement of the specified SLAs will be have to be provisioned by the vendor.

b. The training for the Application, Basic Computer Skills should be hands-on, with each participant to have access to the following:
- One Computer per participant
- One Training tool kit/ handout/ training material kit per person

2.8.9.8 Other Arrangements

Vendor will also be required to provision for any Travel/Boarding/Lodging arrangements for the Trainers and its own supporting staff at no additional cost.

2.8.9.9 Details of Training Programs to be delivered

The Systems Implementation Partner shall be responsible for providing all the above mentioned services for each type of training as mentioned below. The participants of the Training program can vary from Record Keepers to the top officials depending on the need and the suitability of the course for them. As a ready reference the following training plan is provided. It may be noted that the same needs to be customized for usage. (Please refer Appendix 3.2).

Training to New Joiners

The training of new joiners should also be within the scope of work of the vendor.

Staffing and Training

The effectiveness of training delivered would depend substantially on the quality of trainers deployed by the selected Bidder. The selected Bidder must ensure that:
a. Trainers deployed are sufficiently skilled and experienced in the relevant domains and fully aware of the deployed systems, preferably with experience of training in the Government sector
b. Trainers should be fluent in speaking in English and local language, at minimum

2.8.10 Template for Site Preparation requirements

2.8.10.1 Detailed Guidelines

For the implementation of the e-Governance projects, a key component (which is often overlooked) is to setup IT infrastructure at various sites. This setup is driven by the magnitude of IT infrastructure in various sites and the needs of the various stakeholders. In this section, we are providing a set of detailed guidelines (both for highlighting in the RFP in case the sites are to be provided by the vendor and for knowledge purposes in case it has to be done by the Purchaser), which can be

followed for preparing the sites for the various server and computer rooms. These detailed guidelines provide a generic framework for various aspects of site preparation, specifically for setting up server rooms in a local area network enabled environment.

The site preparation may be required to be taken at an Existing Site OR a new site may be created for housing IT assets.

A template for scope of work for site preparation is provided at Appendix: 3.3 of this Document for existing sites. These guidelines can be applied to IT Assets/ server rooms of varying capacity. The aim is to provide a generic framework, which can be suitably tailored by the respective sites based on the specific hardware and network components that are installed. It may be noted that it is imperative to follow the hardware and network installation manuals, which are provided along with the equipment.

A template for scope of work for new site design is provided at Appendix: 3.4 of this Document for new sites. These aspects include:
  a. Site selection
  b. Fitting out requirements
  c. Equipment layout planning
  d. Electrical requirements
  e. Air-conditioning system
  f. Fire prevention, detection, and suppression
  g. Prevention of water leakage
  h. Physical security

The Implementation Agency may be scoped to provide a site survey report detailing the current status of each site and the enhancements to be made at each site (s) based on the requirement and the guidelines mentioned herein. Implementation Agency may be made responsible to prepare the client sites for setting up the necessary client site infrastructure OR it may be tasked out to a different agency.

2.8.11 Template for Handholding Support

It is advisable that for the initial period, specifically at operational levels, a handholding support is taken for at least 12 months. The Systems Implementation Agency should be scoped to provide qualified and trained persons, for a period of 12 months to handhold the staff.

The Eligibility / Qualification criteria for this should be detailed out in the RFP.

2.8.12 Template for Operations and Maintenance Support

The SI shall be responsible for the overall management of the system including the Application, IT infrastructure and enabling infrastructure maintenance services/ facility management services at all client locations for ensuring adherence of SLAs. SI shall integrate with the existing EMS tool at the

State Data Centre (or existing Data Centre) that monitors / manages the entire enterprise wide application, infrastructure and network related components.

SI shall provide the Operations and Maintenance Services for a period of <5 years> following the award of the contract.

Scope of Services during Operate and Maintain Phase

As part of the Operate and Maintain services, the SI shall provide support for the software, hardware, and other infrastructure provided as part of this RFP. SI shall also provide <5 years> of comprehensive AMC and extendable upto 3 additional years, comprising of but not limiting to the following:

1. Warranty support
2. Annual Technical Support (ATS)
3. Handholding Services
    a. Operations and maintenance services for the server and related infrastructure supplied or commissioned by the SI for the application at the Data Center and Disaster Recovery Center – for five years from Go-Live of complete solution.
    b. Central Helpdesk from the designated premises – for five years from Go-Live of complete solution.
    c. Support for the end users at each of the locations including deployment of one competent person per location for a period of one year to handhold the staff after the Core application and the necessary infrastructure are successfully commissioned in the offices
    d. Software maintenance and support services – for five years from Go-Live of complete solution
    e. Application functional support services – for five years from Go-Live of complete solution
    f. Other IT infrastructure related support services – for five years from Go-Live of complete solution.

The services shall be rendered onsite from the designated premises. To provide the support at the locations where the software, hardware, and other infrastructure will be rolled out, SI is expected to provide experienced and skilled personnel at each location.

The Purchaser may opt to adopt a segregated approach to the Maintenance obligations of the IA, specifying whether support required is from OEM or otherwise.

Component	Warranty	Post Warranty Maintenance	AMC
Standard Hardware	Standard as provided by OEM	Generally not required	Can be done by AMC service providers
COTS Software	Standard as provided by OEM	OEM to provide updates and other warranty support	-NA-

Bespoke Software	To be provided by the Implementation agency/ Software development agency	-NA-	-NA-

Further, if some existing system support is also expected, then purchaser will provide necessary detail of resources deployed by current SI, such as:

- a) Resource Role
- b) Total Development Resources
- c) Total Support Resources
- d) Primary Skills
- e) Secondary Skills
- f) Total Experience
- g) Qualifications

In addition to the Warranty and Maintenance clause provided in the RFP, indicative language which may be customized by the Purchaser department is indicated below.

2.8.12.1 Template for Warranty requirement

As part of the warranty services SI shall provide:

1. SI shall provide a comprehensive warranty and on-site free service warranty for<period> years from the date of Go Live (refer to 2.17 for definition) for all equipment.

2. SI shall obtain the <period> year product warranty and <period> year onsite free service warranty from OEM on all licensed software, computer hardware and peripherals, networking equipment and other equipment for providing warranty support.

3. SI shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP. SI must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.

4. SI shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP.

5. SI is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP. During the warranty period SI shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost in case the procured hardware or software is not adequate to meet the service levels.

6. Mean Time between Failures (MTBF): If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the SI at no cost. However, if the new equipment supplied is priced lower than the price at which the original item was supplied, the differential cost should be refunded. For any delay in

making available the replacement and repaired equipment for inspection, delivery of equipment or for commissioning of the systems or for acceptance tests / checks on per site basis, Purchaser reserves the right to charge a penalty.

7. During the warranty period SI shall maintain the systems and repair / replace at the installed site, at no charge, all defective components that are brought to the SI's notice.

8. The SI shall as far as possible repair/ replace the equipment at site.

9. In case any hard disk drive of any server, SAN, or client machine is replaced during warranty / AMC the unserviceable HDD will be property of Purchaser and will not be returned to SI.

10. Warranty should not become void, if Purchaser buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the SI. However, the warranty will not apply to such supplemental hardware items installed.

11. The SI shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.

12. SI shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.

13. The SI shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.

14. SI shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met.

15. Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).

16. The SI shall develop and maintain an inventory database to include the registered hardware warranties.

17. The SI may also be responsible for the comprehensive AMC of existing IT Infrastructure procured by Purchaser under this phase. Details of the existing hardware which may be required to covered under AMC by the selected bidder through this RFP are attached <provide details>. Currently this hardware is under AMC cover, however SI will be required to provide AMC post expiry of existing AMC cover, for which the SI is required to provide costing per component as per the commercial format. For this purpose, Purchaser should provide necessary details to support existing infrastructure, such as:

    i. Layer
    ii. Environment
    iii. Service Description
    iv. Server Make/Model
    v. Operating System
    vi. Core DC
    vii. No. of nodes –DC
    viii. Core-DR

       ix.   No. of Nodes -DR

       x.   RAM per Core

2.8.12.2   Template for Annual Technical Support (ATS)

As part of the ATS services SI shall provide:

1. SI shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.

2. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same should be done as part of ATS.

3. SI should carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software.

4. Updates/Upgrades/New releases/New versions/Patches/Bug fixes: The SI shall provide from time to time the Updates/Upgrades/New releases/New versions/Patches/Bug fixes of the software, operating systems, etc. as required. The SI should provide free Updates/Upgrades/New releases/New versions/Patches/Bug fixes of the software and tools as and when released by OEM.

5. Software License Management. The SI shall provide software license management and control. SI shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance.

6. SI shall have complete manufacturer's technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues. SI shall provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting.

7. The SI would be responsible for arrangements with Manufacturer for all the technical support which shall at a minimum include but not limiting to online technical support and telephone support during the business hours (will be from <time> hours to <time> hours from (Days of week) with access for SI to the manufacturer's technical support staff to provide a maximum of 4 hour response turnaround time. There should not be any limits on the number of incidents reported to the manufacturer by SI as part of provisioning of support services. SI shall have access to the online support and tools provided by the manufacturer as well as should have 24x7 access to a variety of technical resources including the manufacturer's knowledge base with complete collections of technical article.

2.8.12.3 Template for Operations and maintenance support

As part of Operations and maintenance support for the server and related infrastructure supplied or commissioned by the SI for the application at the Data Center and Disaster Recovery Center SI shall provide:

1. The scope of the services for overall IT infrastructure management as per ITIL framework shall include 365x24x7 on site Monitoring, Maintenance and

Management of the server and related infrastructure supplied and commissioned by the SI for the application at the Data Center and Disaster Recovery Center. The business hours will be from <time> hours to <time> hours from (days of week). SI will plan these services accordingly. The SI shall provide the MIS reports for all the devices installed in the Data Center and Disaster

Recovery Center in format and media as mutually agreed with the Purchaser on a monthly basis. Whenever required, SI should be able to provide additional reports in a pre-specified format. The indicative services as part of this support are as below:

    a. System Administration, Maintenance & Management Services

    b. Application Monitoring Services

    c. Network Management Services

    d. Backend Services (Mail, messaging, etc)

    e. Storage Administration and Management Services

    f. IT Security Administration Services and Services for <ISO 27001 and ISO 20000 compliance>

    g. Backup and Restore Services

As part of the Centralized Helpdesk and Support for end users at each location SI shall provide:

1. The service will be provided in the local language.

2. The help desk service that will serve as a single point of contact for all ICT related incidents and service requests. The service will provide a Single Point of Contact (SPOC) and also resolution of incidents. Purchaser requires the SI to provide Help Desk services to track and route requests for service and to assist end users in answering questions and resolving problems related to the software application, network, Data Center, Disaster Recovery

   Center, Client side infrastructure, and operating systems at all locations. It becomes the central collection point for contact and control of the problem, change, and service management processes. This includes both incident management and service request management. SI shall provide sufficient number of lines to contact the Help Desk ensuring all the call are attended without any wait.

3. SI shall provide such type of IT training to the staff that SI remains responsible for providing a second level of support for application and technical support at locations where the software, hardware, and other infrastructure will be rolled out. However, this does not absolve SI from providing first level of support for the aforementioned activities.

4. For all the services of within the scope of this RFP, SI shall provide the following integrated customer support and help.

5. Establish <12X6> Help Desk facilities for reporting issues/ problems with the software, hardware and other infrastructure.

6. SI shall maintain and support to all client side infrastructure including hardware, networking components, and other peripherals.

7. SI shall provide maintenance of Hardware, including preventive, scheduled and predictive Hardware support, as well as repair and / or replacement activity after a problem has occurred.

8. SI shall track and report observed Mean Time Between Failures (MTBF) for Hardware.

9. SI shall provide functional support on the application components to the end users.

10. SI shall also provide system administration, maintenance and management services, LAN management services, and IT security administration services.

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

1. The Software Maintenance and Support Services shall be provided for all software procured and implemented by the SI. The SI shall render both on-site and off-site maintenance and support services to all the designated locations. The Maintenance and Support Services will cover, all product upgrades, modifications, and enhancements.

2. Updates/Upgrades/New releases/New versions/Patches/Bug fixes. The SI will implement from time to time the Updates/Upgrades/New releases/New versions/Patches/Bug fixes of the software and operating systems as required after necessary approvals about the same.

3. Tuning of application, databases, third party software's and any other components provided as part of the solution to optimize the performance.

4. Amendments in the applications implemented as part of the project to meet the requirements

5. The SI shall apply regular patches/ updates/upgrades to the licensed software including the operating system and databases as released by the OEMs.

6. Software Distribution. SI shall formulate a distribution plan prior to rollout and distribute/install the configured and tested software as per the plan.

7. Software License Management. The SI shall provide for software license management and control. SI shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance. SI should perform periodic audits to measure license compliance against the number of valid End User software licenses consistent with the terms and conditions of site license agreements, volume purchase agreements, and other mutually agreed upon licensed software terms and conditions and report to Purchaser on any exceptions to SI terms and conditions, to the extent such exceptions are discovered.

8. The SI shall undertake regular preventive maintenance of the licensed software.

As part of the application functional support services SI shall provide:

1. The Application Functional Support Services shall be provided for all software procured and implemented by the SI. The SI shall render both on-site maintenance and support services.

2. Enhancements and defect fixes. SI shall incorporate changes, and provide enhancements as per the requests. SI shall perform changes, bug fixes, error resolutions and enhancements that are required for proper and complete working of the application.

3. Routine functional changes that include user and access management, creating new report formats, and configuration of reports.

4. SI shall provide user support in case of technical difficulties in use of the software, answering procedural questions, providing recovery and backup information, and any other requirement that may be incidental/ancillary to the complete usage of the application.

5. The SI shall migrate all current functionality to the new / enhanced version at no additional cost and any future upgrades, modifications or enhancements. The SI shall perform user ID and group management services.

6. The SI shall maintain access controls to protect and limit access to the authorized End Users.

7. The services shall include administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user

password support, announcing and providing networking services for users and providing administrative support for print, file, directory and e-mail servers.

2.8.13 Template for Security Requirements (Needs to be Customized as per project requirements)

SI shall comply with the information security requirements specified below while implementing the solution.

S.No.	Security Areas	Specifications
1.	**Physical Security**	• Client premises, should be physically secured by the SI.
2.	**Network Security**	• Appropriate firewalls, IPS, SSL devices etc. should be used to ensure Network security • The solution should support SSL encryption mechanism for transferring data across network and between client and server
3.	**System Security**	• Adequate access control procedures should be defined to secure the entire IT system, physically and logically. • The access controls procedures should cover all stages in the life-cycle of user access, from the initial registration of new users to the final de-registration of users who no longer require access to information systems and services. • The system should have 2 factor authentication mechanism either through One Time Password (OTP) or soft tokens based technologies for access control and user authentication.
4.	**Application Security**	• The solution should have appropriate authentication mechanisms • Application user authentication & authorization related transactions should be encrypted. • Operating system should be hardened on which the application is installed. • A web application firewall shall be deployed to secure the web-layer. • The web applications should be free from OWASP / SANS and CERT-IN web application vulnerabilities as released from time to time.
5.	**Audit Trails & Logs**	• Event logging should create an accurate record of user activity such as which users accessed which system, and for how long. • The solution should log all types of events especially those related to security
6.	**Data Protection**	• The solution should support SSL encryption mechanism for transferring data across network. Provision should be made to ensure

		that data in any form should not be copied on to any external media without authorization. • The data transferred across network should be encrypted using Public Key (PKI) Infrastructure. • Complete end point data protection should be provided at client site such that any type of data pilferage using unauthorized copying, storing and emailing could be prohibited. • Access to all system resources including data files, devices, processes and audit files should be provided to the intended users only. • All mobile applications should be designed and developed in a way that it ensures security of the application and data on the device. • Ensure to protect documents by assigning security parameters and criteria in order to provide more effective protection for an electronic document in order to maintain Confidentiality, Authorization, Accountability, Integrity, Authenticity and Non-repudiation.
7.	**Session Management**	• The system should limit to only one session per user or process ID. • The system should put a limit on the maximum time length of an idle session, which should ensure that automatic session termination takes place after expiry of the specific time length.
8.	**Data WareHouse Security**	• Users must not have access to the data warehouse prompt of the application. Access to the data warehouse prompt must be restricted only to the database administrator. • "Super user" rights for the data warehouse must only be given to the administrator and the activities of these accounts must be properly logged.
9.	**Application Deployment**	• All unused ports should be blocked at server machines. • The application server should be segregated from internet zone through firewall or other filtering mechanism.
10	**Information Security Governance**	• The employees working on the project should be made aware of his or her responsibilities with respect to Information Privacy and Information Security. • Employees working on the project shall undergo security awareness training during induction.
11	**Storage Equipment**	• All information storage media (e.g. hard disks, magnetic tapes, CD ROMs etc.) should be physically secured. • Physical access to magnetic tape, disk, CD

		libraries etc. should be restricted to authorized personnel.
12	**Computing Environment**	• All workstation hardware and associated peripheral equipment at Client site premises should be marked with a unique asset identification code. The asset identification code should follow a defined naming convention that would uniquely and appropriately identify the asset. • USB ports should be disabled on specified desktops / laptops at Client site premises, so as to prevent use of pen drives, external disk drives etc. • IT assets inventory must contain criticality of hardware in levels of importance (Confidentiality, Integrity and Availability).
13	**Email Security**	• Email must have protection from inbound and outbound email threats. It should report compliance violations by scanning all inbound and outbound email content and attachments for sensitive data, real-time protection from spam, phishing, viruses, spoofing, zombies, directory harvest (DHA), Denial of Service (DoS) and other attacks.
14	**Virus Control**	• Latest version of anti-virus should be installed on workstations and servers at Client premises. • The anti-virus software should run on network file servers on a regular basis (preferably daily).
15	**Compliance to Security Standards**	• Software/Hardware system should be in compliance with <ISO/IEC 27001:2015 >.
16	**Security Information and Event Management System (SIEM)**	• SI should install SIEM for Real-time analysis of security alerts generated by applications and infrastructure.
17	**Database Activity Monitoring (DAM) Solution**	• SI should install DAM to monitor all database activities and internal users with privileged access.

2.8.14 Deliverables

The specification of requirements will lead to the identification of a deliverable or set of deliverables. A deliverable is something that must be provided under the contract. It is a tangible/real output. One, or several, deliverables may result in an outcome. Examples of deliverables include: a report, a training session, a strategic plan etc.

Contract deliverables can be tied to milestones. A milestone is a measurement of progress toward an outcome. For a typical review project, milestones might be the completion of review and delivery of a draft report, then revision of draft report and delivery of the final report.

Where a contract adopts a milestone approach payment to the supplier can be tied to the successful completion of each milestone. This allows for implementation to be tracked and monitored against budget.

Deliverables form the most critical outcome of a project. When specifying the deliverables, he following should be borne in mind:

- Government must be clear on what it is expecting from the vendor and from the project, and differentiate between the two
- The deliverables of two or more vendors involved in different phases of a project must also be clearly laid out and differentiated
- The deliverables must clearly specify whether they would be time & material based or outcome/performance measure based
- Time & material based services are those where scope of work is not clear at the beginning to both the Government client and the System Integrator/Implementation Agency. In this situation, to move things forward, working on a time and material basis the System Integrator/Implementation Agency can start to scope and plan the assignment and be paid on a 'pay as you go' basis
- If two deliverables are dependent on each other or have dependent activities, then their delivery timelines should accommodate for that and be set accordingly
- Government must plan for deliverable signoffs and build those dates into their working calendar
- Details (Name, designation, contact) of key person(s) in the Government organization who are required to approve deliverables must be laid out in advance and should be abided by
- Deliverable signoffs should be concluded in scheduled time periods to avoid affecting other deliverables or project outcomes – Deemed Acceptance clause

2.9 E-Governance application features and architecture

The new applications being developed under various e-Governance projects should be in line with latest development in technology. As guidance to the departments involved in such projects, the following features/technologies/ standards have been identified as building blocks for e-Governance applications:

Technology	*Application Features*	*Standards & Policies*
Social Media Mobile enabled Analytics driven Cloud enabled	Aadhaar Integration ePayment Local Language Compatibility Multi-tenacy	Open APIs Open Source eGov standards Open Data Enterprise Grade Development Security & Performance Testing

Incorporation of e-Gov standards and Policies

A standard is defined as a technical specification, recommended practices or guidelines available to the public, drawn up with the cooperation and consensus or general approval of all interests affected by it, based on the consolidated results of science, technology and experience, aimed at the promotion of optimum community benefits and approved by a body recognized at the national, regional or international level. e-Governance standards prescribe set of rules, conditions or requirements that play an important role in building the architecture of e-Governance.

The essential requirements of interoperability, security, usability, universal design and reduction in cost can only achieved through standardization and use of standards. The table below provides a brief description of the e-Governance standards approved by Ministry of Electronics and IT and also provides guidance on their relevance and usage in RFPs for various e-Governance projects.

#	Standard	Description	Target audience	Mandatory/ Recommended
1	**Standards and Specifications for e-Pramaan: Framework for e-Authentication**	This standard aims at providing guidelines for all central and state ministries, departments and government agencies towards adopting an appropriate authentication model for online and mobile based delivery of public services. It describes broad level specifications for developing the e-Pramaan authentication system. It elucidates the rationale, use cases and process flows to be used for detailed design. It also elucidates the standards that will be used to develop the components, APIs as well as the protocols for the framework.	▪ Security Architects ▪ Technical Consultants ▪ Application Developers	**Recommended** standard
2	**Biometric Standards**	The Indian Government encourages use of biometric data for identification and verification of individuals in e-Governance applications. The biometric data includes: (a) fingerprint image, (b) minutiae, (c) face image and (d) iris data.	▪ All E-Governance projects of the Central and State Government or any other organization which need to comply with this standard for the purpose of interoperability ▪ All Integrators/ Service providers for Indian e-Governance applications.	**Mandatory**
		Face Image Data Standards: This standard includes capture and	**Face Image Standards:**	

		storage specifications of face images for human visual inspection and verification of the individuals in Indian E-Governance applications. A possible future use of these images for computer based face recognition is kept in view during the capture and storage. It specifies a format to store face image data within a biometric data record compliant to the Common Biometric Exchange Formats Framework (CBEFF), given in ISO 19785-1. It also includes best practices recommended for implementation of the specifications in different categories of e-Governance applications. This biometric Standards would be applicable to all e-Governance applications in India as per the Government's Policy on Open Standards.	▪ e-Governance projects rolled out by Central and State Governments or any other organization using face images or face photographs. ▪ organization using face images or face photographs. ▪ Photographers, who capture facial images for e-Governance applications. ▪ All Integrators/Biome tric Service providers.	
		Fingerprint Image Data Standards e-Government applications using fingerprinting technology deal with fingerprint data at multiple stages. It is possible that different fingerprint capturing devices and software (compression algorithms and matching algorithms) are used at different stages. The purpose of this standard is to ensure interoperability among various fingerprint sensors and algorithms by which the fingerprint images are captured/ stored by standardizing the specifications for fingerprint devices, fingerprint image, storage/transmission and minutiae.	▪ Vendors of fingerprint devices or software developers for conversion of images to different ▪ Standard formats, quality evaluation software, minutiae extraction and matching algorithms etc.	
		Iris Image Data Standards This standard ensures interoperability among the e-Governance applications requiring iris recognition, by standardizing iris specifications including the storage and transmission formats. It specifies Iris image data specifications, acquisition, storage and transmission formats. It also includes best practices for implementation of the Standard specifications in different categories of e-Governance	▪ All those e-Governance projects where identity management is an important issue e.g., cyber security, defence, counter terrorism etc. ▪ Vendors of Iris image acquisition	

		applications, based on the volume of data and verification/ accuracy requirements. Thus, to allow the application developer maximum flexibility in usage of algorithms and devices from different vendors and to address interoperability requirements, the iris image must be captured and stored as per standard specifications.	devices or software developers for conversion of images as per the Standardized format	
3	**Digital Preservation Standard: <u>e-Governance Standards for Preservation Information Documentation of e-Records (Metadata & Schema)</u>**	The e-Governance standard for Preservation Information Documentation (eGOV-PID) of electronic records provides standard metadata dictionary and schema for describing an electronic record. The e-records have to be preserved in such way that it should be possible to find, read, represent, render and interpret them accurately as original along with all the associated information necessary for its comprehension in distant future. Most of the preservation information (metadata) can be automatically captured using this schema after the final e-record is created, as most of the required information is already present in an e-government system. Such preservation information documentation is necessary only for those e-records that need to be retained for long durations (e.g. 10 years, 25 years, 50 years and beyond) and the e-records that need to be preserved permanently. The implementation of this standard helps in producing a valid input i.e. Submission Information Package (SIP) for archival and preservation purpose.	- E-record producers and data managers - Departmental Record Officers (DROs) record keepers, archivists and preservation officers - All stakeholders in central and state government, as well as public and private organizations involved in execution, design, development and implementation of e-Governance applications. - Central, state, district level archiving organizations	**Mandatory**

| 4 | Localisation & Language Technology Standard & "Best Practices For Localization of e-Governance applications in Indian Languages" | **Character Encoding Standard** Character Encoding standard aims at facilitating global data interchange in all constitutionally recognized Indian languages and addresses specific areas of Localisation issues. **Fonts Standard** Fonts standard aims at providing a single International Standard to comply with UNICODE data storage. This ensures data portability across various applications and platforms. It **mandates** use of ISO/IEC 14496-OFF (Open Font Format) font standard for all 22 constitutionally recognized languages. It resolves the issues faced when mutually incompatible proprietary fonts of different standards are used in Government Offices, causing serious problems in information exchange amongst offices. **Best Practices** " Best Practices For Localization of e-Governance applications in Indian Languages" is available at URL: http://tdil.mit.gov.in/pdf/standards/Best_Practices_for_Localisation_of_e-Governance_Applications_in_Indian_Languages_Ver5.7.pdf "Best Practices for Localization of Mobile web applications in Indian Languages" is available at URL: http://egovstandards.gov.in/sites/default/files/Best%20Practices%20for%20Localization%20of%20Mobile%20Web%20Applications%20in%20Indian%20Languages.pdf These best practices should be followed in development of e-Governance application. | ▪ e-Government Services providers in all Constitutionally recognized Indian Languages | Mandatory |
| 5 | **Metadata and Data standards** | The objective of Metadata and Data standards is to define standards to enable semantic interoperability and management of data. These Standards provide a way for information resources in electronic form to communicate their | ▪ All stake holders in Central and State Govt., as well as Public and Private ▪ Organizations, | **Mandatory** |

		existence and their nature to other electronic applications (e.g. via HTML or XML) or search tools and to permit exchange of information between applications. Their adoption will enable easier, efficient exchange and processing of data. It will also remove ambiguities and inconsistencies in the use of data.	involved in execution, design, development and implementation of eGovernance applications. ▪ Administrative Governance providers ▪ Development schemes Providers ▪ Welfare Scheme Providers ▪ Disaster Management Groups etc.	
6	**Quality Assurance Framework (QAF)**	The purpose of the eGovernance Quality Assurance Framework is to provide assurance that work products (solutions) and processes comply with predefined provisions and plans. It outlines a standard for use by senior administrators, project management personnel, external consultants and vendors involved in eGovernance implementation. It indicates the general operational principles and technical aspects that a quality assurance exercise should incorporate when customized to the requirements of a specific eGovernance project. The QAF is linked to the project lifecycle and integrates quality assurance requirements for all the necessary phases that a project goes through. The three principal objectives of quality assurance in eGovernance are: ▪ Ensuring system (in terms of processes, products and services) requirements are defined (Definition) ▪ Ensuring the system conforms to requirements (Verification) ▪ Ensuring user satisfaction with the system, once it goes 'live' (Validation) The 3 objectives of quality assurance in an eGovernance project lifecycle can be achieved through the identification and application of Quality Gates (QG) at various phases of the project. Each QG	▪ Policy makers ▪ Administrators ▪ Implementing agencies ▪ Project managers ▪ Private sector contractors ▪ Consultants.	**Mandatory**

		consists of a set of quality baselines relevant to that project phase and is aligned with relevant IS/ ISO standards. QGS are categorized into essential and desirable. The essential QGs relate to four key areas: ▪ Quality Processes in the Organisation (Gate 1) ▪ Software Quality (Gate 2) ▪ Information Security (Gate 3) ▪ IT Service Quality (Gate 4) Desirable QGs relate to such aspects as project documentation, use of recognised standards and architectures, risk management, business continuity planning etc. The QAF will help in developing and maintaining sound relationship between private and public partners in case of Public-Private-Partnerships (PPP). It is also expected to facilitate greater clarity and granularity in RFP and contract conditions as QAF provisions are based on internationally recognised standards.		
7	**Conformity Assessment Requirement (CARE) for e-Governance applications**	Conformity Assessment provides an indicator of the degree of compliance of the solution to its requirements. For the purpose of eGovernance, Conformity assessment includes activities like sampling and testing; inspection, review, certification, management system assessment and registration etc. CARE outlines an approach to achieve the objectives of Quality Assurance through: a. mapping the solution architecture of an eGovernance system with CARE b. identifying the Component of Interest in the architecture, c. applying a relevant Quality Gate to the "Component of Interest" and finally d. assessing conformity of "Component of Interest" to the quality standards comprising that Quality Gate. The entire process of identifying Components of Interest and applying Quality gates is termed as Conformity Assessment. The "Component of Interest" is any	▪ RFP Writers ▪ Solution providers/ vendors	M**andatory**

		module of the architecture of an eGovernance system that is intended to undergo a conformity assessment exercise. These modules are defined in the eGovernance Architecture consisting of the user layer, technology layer and organization layer. The level of assurance required on a particular module is based on the needs of the organization. A Quality Gate (QG) is a supporting set of processes which enables controls and assurance to achieve the desired level of confidence. The Quality Gates **should be identified in the RFP/ contract document by the project leader** and may be used for objective evaluation to ensure that the "Components of Interest" are capable of achieving predefined goals.		
8	**Technical Standards for Interoperabi lity Framework for e- Governance (IFEG)**	The purpose of these standards is to provide a framework for the selection of Standards to facilitate interoperability between systems developed by multiple agencies. It provides organizations the flexibility to select different hardware and software for implementing cost-effective e-Governance solutions. It, therefore, promotes technology choice, and avoids vendor lock-in. In Interoperability Framework for e-Governance (IFEG), the 'Areas' for e-Governance applications have been categorized under 7 broad domains: ▪ Presentation and Archival ▪ Process ▪ Data Integration ▪ Meta-data ▪ Data Interchange ▪ Network Access and Application ▪ Security The Technical standards for IFEG in India describes technical standards to be adopted for e-Governance application under each of the domain covered under IFEG, as per the Policy on Open standards of e-Governance.	▪ Project Teams of e-Governance applications in all Departments at Central / State Government level ▪ Contractual Policy framing agencies for development of e-Governance Applications ▪ All integrators / service providers for Indian e-Governance Applications	**Mandatory**
9	**Software developmen**	The eGov AppStore is a common platform to host and run applications	▪ Administrator ▪ Implementing	**Recommend ed**

	t for Re-engineering Cloud	(developed by government agencies or private players) at National Clouds under Meghraj, which are easily customizable and configurable for reuse by various government agencies or departments at the central and state levels without investing effort in the development of such applications. The basic need for Software Development and Re-engineering Guidelines is to ensure development of Common Application Software (CAS) which can be configured as per different states / departments requirements without the need of modifying the core code of the application for a faster deployment so that time, effort and costs in developing applications are saved and to obviate duplication of efforts. It is therefore imperative that applications are developed in conformity to guidelines that makes them standardized and compatible for hosting and running across states. This need has translated in the conceptualization, development and roll-out of productized cloud enabled application which can be centrally run & hosted and are available to states for configuring them as per their relevant processes with minimal customization for rolling out the services in shortest time possible. It is envisioned that an application which is centrally run as a SAAS is easy to roll out to all interested parties at the same time and therefore such application's architecture and design should be compliant to common minimum practices / considerations that will convert it to standard product. A copy of the detailed guidelines http://MeitY.gov.in/sites/upload_files/dit/files/Application_Development_Re-Engineering_Guidelines.pdf	Agency ▪ Consultants	
10	**Policy On Collaborativ e Application Developmen**	Government Departments and Agencies both at the centre and states are engaged in developing software applications and most such applications are running successfully in their own	▪ Administrator ▪ e-Governance project teams in all Departments of Central / State	**Mandatory**

| t by Opening the Source Code of Government Applications | premises. However, there may be repetitive work going on. Many applications are being re-developed from scratch without reusing the already existing and running applications in other Departments. In the absence of a common Collaborative Application Development Platform, individual applications developed by Government Departments may end up with the same code being rewritten for similar application functionality, which is already available elsewhere. Lack of sharing of the source code prevents the code from scrutiny, thus denying the opportunity for further improvements. These inefficient practices may lead to wastage of time, efforts and public money, which could have been put to more productive use alternatively.

Several hundreds of custom application software are running across Central/ State Government Departments and Agencies, PSUs and urban local bodies. Hosting of the source code of these applications on a single unified platform which can be accessed by Government Departments/Agencies and the general public (with necessary access controls) would result in much faster application development in a better collaborative manner.

Hence, GoI has notified "Policy On collaborative Application Development by Opening the Source Code of Government Applications" in the Gazette of India on 14.05.2015. The policy is available at http://www.egazette.nic.in/WriteReadData/2015/164611.pdf

Further a Collaborative Application Development Platform is in final stage of development for hosting & sharing the source code with access control.(https://openforge.gov.in/)

This policy is not applicable on software applications/components/products | Governments
▪ Consultants
▪ Implementing Agency | |

		utilized or implemented for projects/organizations of national strategic importance and for those projects/applications that may have security implications. The policy does not apply to Commercial off the Shelf (COTS) software.		
11	**Policy on Adoption of Open Source Software for Government of India**	Government of India has notified "Policy on Adoption of Open Source Software for Government of India" in the Gazette of India on 02.04.2015 for adoption of Open Source Software in all e-Governance systems implemented by various Government organizations, as a preferred option in comparison to Closed Source Software. (available at URL http://www.egazette.nic.in/WriteReadData/2015/163746.pdf) The Open Source Software shall have the following characteristics: ▪ The source code shall be available for the community / adopter / end-user to study and modify the software and to redistribute copies of either the original or modified software. ▪ Source code shall be free from any royalty. All Government Organizations, while implementing e-Governance applications and systems must include a specific requirement in Request for Proposal (RFP) for all suppliers to consider OSS along with CSS while responding. Suppliers shall provide justification for exclusion of OSS in their response, as the case may be. Government Organizations shall ensure compliance with this requirement and decide by comparing both OSS and CSS options with respect to capability, strategic control, scalability, security, life-time costs and support requirements. It is recommended to adopt Open Source Software in all e-Governance applications and systems implemented	▪ Administrator ▪ e-Governance project teams in all Departments of Central / State Governments ▪ Consultants ▪ Implementing Agency	**Mandatory**

12		by Government Organizations. However, in certain specialised domains where OSS solutions meeting essential functional requirements may not be available or in case of urgent/strategic need to deploy CSS based solutions or lack of expertise (skill set) in identified technologies, the concerned Government Organization may consider exceptions, with sufficient justification.		
12	**Policy on Open Application Programming Interfaces (APIs) for Government of India"**	Interoperability among various e-Governance systems is an important prerequisite for upgrading the quality and effectiveness of service delivery. It is also required in order to facilitate the single window concept of electronic services delivery by Government Organizations. The purpose of this policy is to develop interoperable ecosystem of data, applications and processes in Government which will make the right information available to the right user at the right time. Adoption of Open APIs in Government will enable quick and transparent integration with other e-Governance applications and systems implemented by various Government organizations, thereby providing access to data & services and promoting citizen participation for the benefit of the community. Policy is available at http://www.egazette.nic.in/WriteReadData/2015/164238.pdf	▪ Administrator ▪ e-Governance project teams in all Departments of Central / State Governments ▪ Consultants ▪ Implementing Agency	**Mandatory**
13	**Web Content Accessibility Guidelines (WCAG) 2.0**	The WCAG documents explain how to make web content more accessible to people with disabilities. Web "content" generally refers to the information in a web page or web application, including: • natural information such as text, images, and sounds • code or markup that defines structure, presentation, etc. Web Content Accessibility Guidelines	▪ Administrator ▪ e-Governance project teams in all Departments of Central / State Governments ▪ Consultants ▪ Implementing Agency	**Recommended**

		(WCAG) is developed by W3C in cooperation with individuals and organizations around the world, with a goal of proving a single shared standard for web content accessibility that meets the needs of individuals, organizations, and governments internationally.		
14	**Guidelines for Indian Government Websites (GIGW)**	These guidelines have been developed by National Informatics Centre (NIC) and adopted by Department of Administrative reforms and Public Grievances (DARPG) as a part of Central Secretariat Manual of office procedures (CSMOP). These Guidelines address the entire lifecycle of a website, web portal/application right from its conceptualisation to design, development, maintenance and management. The guidelines are available at http://darpg.gov.in/sites/default/files/Guidelines_for_Government_websites_0_0.pdf All Government websites must adhere to Guidelines for Indian Government Websites.	▪ Administrator ▪ e-Governance project teams in all Departments of Central / State Governments ▪ Consultants Implementing Agency	**Mandatory**

The above documents may be updated in future and new standards and policies may be defined. Hence, it is suggested to refer the website of MeitY (http://meity.gov.in/), Egov Standards (http://egovstandards.gov.in/) & other relevant websites for latest standards, policies and guidelines.

Note: GI Cloud Initiative (Meghraj)
In order to utilise and harness the benefits of Cloud Computing, Government of India has embarked upon a very ambitious and important initiative – "GI Cloud" which has been coined as 'Meghraj'. The focus of this initiative is to evolve a Strategy and implement various components including governance mechanism to ensure proliferation of Cloud in government. Formulation of the Cloud Policy is currently underway and features of the same must be considered as and when the same is finalised.

Currently, GoI facilitates provision of PaaS, SaaS, IaaS and STaas through the cloud portal accessible at http://www.cloud.gov.in.

2.10 Drafting Service Level Agreements (SLAs)

SLAs define the quality and timeliness of service delivery during the Operations and Maintenance (O&M) phase of a project. They help the Government sustain the planned business outcomes from the solution deployed on a continued basis over a sustained period of time.

Some of SLA based guidelines to be followed are:

- SLAs should be realistic, solution specific and evolving in nature
- SLAs should be consistent with and match the functional and technical specifications of application software, hardware, network and other installations'– it should not be developed in isolation.
- In the instance of failure of a single equipment affecting the ability of solution to perform, SLA penalty should be calculated for each affected equipment and only the highest applicable penalty should be levied. Failure time of other equipment should be taken out while levying the penalty.
- SLA penalties must be applicable only in post-implementation phase (Post Go-Live). Liquidated Damages can be levied on failures in service in pre-implementation stages.

2.10.1 Severity Weights

Each Service Level should be assigned a Severity (Refer Guidance notes), which is used in the calculation of the Service Credits. Severity Weights are expressed as percentages, totaling one hundred percent (100%) for all Service Levels within a Service Category, and approximate the relative severity of the impact on Government entity/department's operations of failures to meet the respective Service Levels. Upon ninety (90) days' advance notice to Service Provider, Government entity/department may adjust the Severity Weights of the respective Service Levels, as Government entity/department deems appropriate, so long as the total of such percentages does not exceed one hundred percent (100%).

2.10.2 Service Level Changes

From time to time, Government entity/department may add or delete Service Levels or assign or adjust Severity Weights, but the aggregate of all Severity Weights may not exceed 100% within a Service Category. New Service Levels are Changes authorized through the Change Control Procedures. Changes that add Service Levels shall be effective within ninety (90) days after Government entity/department proposes the Change, or as otherwise agreed.

2.10.3 Service Level Classifications

Each Service Level may specify up to three different performance standards:

- Target Service Levels, which are goals. Service Credits are not payable for failures to meet Target Service Levels.
- Minimum Service Levels, which are expected to be achieved. Service Credits are payable for unexcused failures to meet Minimum Service Levels, as provided below.
- Increased Impact Service Levels, which are lower, inferior standards involving more serious impact upon Government entity/ department's business. Service Credits for unexcused failures to meet Increased Impact Service Levels are determined as provided below.

2.10.4 Service Level Failures

Failures to achieve Minimum Service Levels or Increased Impact Service Levels may be excused in accordance with Agreement, and not otherwise. For convenience, unexcused failures are sometimes referred to as "Service Level Failures" (for failures to meet either [i] Minimum Service Levels or [ii] Minimum and Increased Impact Service Levels) or "Increased Impact Failures" (for failures to meet Increased Impact Service Levels only).

2.10.5 Go-Live

Go-live means to make a system, which has been under development or operating in a limited test mode, fully active. Different e-Governance projects can have different definition of Go-Live on the basis of nature and scope of work of the project. In the past, several e-Governance projects have suffered on account of a subjective definition of go-live. Purchaser organizations are encouraged to objectively structure the definition of Go-Live for turnkey engagements. Some sample definitions are provided below.

Example	Definition of "go-live"
World Bank RFP for Information Systems	27.1 Commissioning 27.1.1Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier: (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or (b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or (c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3. 27.1.2The Purchaser shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing. **27.2 Operational Acceptance Tests** 27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or

Example	Definition of "go-live"
	Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan. At the Purchaser's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System. 27.2.2 If for reasons attributable to the Purchaser , the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan, and GCC Clause 28.2 and 28.3 shall not apply. **27.3 Operational Acceptance** 27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when +++++++++++(a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or (b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or (c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use. 27.3.2At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate. 27.3.3After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall: (a) issue an Operational Acceptance Certificate; or (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or (c) issue the Operational Acceptance

Example	Definition of "go-live"
	Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.
	27.3.4The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Purchaser, and the Purchaser, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Purchaser shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued. 27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:
	(a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2; or (b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.
	27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.
	27.4 Partial Acceptance 27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.
	27.4.2The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not

Example	Definition of "go-live"
	relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned. 27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.
RFP for e-Governance in Migration issued by Ministry of Overseas Indian Affairs	Date on which the e-Migrate solution is made operational on the production environment and becomes available for use to all the identified stakeholders of the project post successful completion to the satisfaction of MOIA of acceptance testing by the 3rd party audit agency or any other agency/ group designated by MOIA.
RFP for State Service Delivery Gateway, Govt. of West Bengal	**"Go-Live"** will mean: - Successful deployment, commissioning and UAT of the SSDG application modules implemented during the phase - Successful deployment and commissioning of the Hardware and Networking equipment in order to make the State Portal operational during the phase - Site Preparation including civil works, creation of LAN, electrical works, etc. during that phase after verification and approval by Purchaser or its constituted committees or representatives - Successful content contribution on the State Portal after verification and approval by Purchaser or its constituted committees or representatives - Training and Certification of all the trainees, trained on the SSDG application modules of that Phase - Procurement, deployment and commissioning of the hardware at the desired locations required to support the functioning of modules of that Phase - Procurement, deployment and commissioning of the networking equipment and provisioning of desired connectivity required to support the functioning of modules of that Phase - Achievement of the Service Levels as expected during that Phase - Acceptance / Sign off from Purchaser or its constituted committees or representatives
RFP for State Service Delivery Gateway for selection of System Integrator,	The portal should be available for citizen usage with required facilities like e-Forms, routing of application to appropriate stakeholders for processing and status update of application request after completion of each event e.g. "process initiation" to "ready for delivery". As per typical SDLC, the following should have been completed before the Go live;

Example	Definition of "go-live"
Government of Manipur	1. Approval of SRS 2. High level design document 3. Low level design document 4. Development and Implementation (pref. on stage server) 5. Training 6. User Acceptance testing 7. STQC Certification (Tender specific) 8. Go live – Production server available for citizen
RFP for selection of System Integrator for Implementation of CCTNS, Department of Police, Government of Kerala	**"Successful Implementation / Go-Live"** will mean: • Successful deployment, commissioning and UAT of the CCTNS application modules implemented during the Phase. • Site Preparation including creation of LAN, electrical works, etc. during that phase after verification and approval by Kerala Police or its constituted committees or representatives. • Successful Data digitization / migration after verification and approval by Kerala Police or its constituted committees or representatives. • Training and Certification of all the trainees, trained on the CCTNS application modules of that Phase. • Procurement, deployment and commissioning of the hardware at Police Stations, Higher Offices, PHQ, Data Centre, DR Site and other locations required to support the functioning of modules of that Phase. • Procurement, deployment and commissioning of the networking equipment's and provisioning of desired connectivity required to support the functioning of modules of that Phase. • Achieving Information Security Standards based on guidelines from CERTIN, DIT and IT Department, Govt. of Kerala. • Achievement of the Service Levels as expected during that Phase. • Acceptance / Sign off from Kerala Police or its constituted committees or representatives.
RFP for selection of System Integrator for e-Governance Systems issued by Archaeological Survey of India	**"Go-Live"** or **"Go Live**" means commissioning and integration of all the hardware including Data Center, Disaster Recovery Center, the networks, the client side computing devices and all the software applications, including the E-governance solutions configured, customized and used successfully by all the intended users of the BUYER for successfully executing all the intended transactions as mentioned in the Article 3 at mutually agreeable levels.

2.10.6 Service Levels – Establishment and Validation

2.10.6.1 SLA Identification / Definition

Objective performance metrics are the basis for creating successful service level agreements. This section describes **key principles** for selecting metrics that truly work as well as an **overview of practical metrics** that can be incorporated in IT outsourcing agreements.

A Service Level Agreement (SLA) is an essential part of any outsourcing project. It defines the boundaries of the project in terms of the functions and services that the service provider will give to its client, the volume of work that will be accepted and delivered, and acceptance criteria for responsiveness and the quality of deliverables. A well-defined and crafted SLA correctly sets expectations for both sides of the relationship and provides targets for accurately measuring performance to those objectives.

At the heart of an effective SLA is its performance metrics. During the course of the outsourcing engagement, these metrics will be used to measure the service provider's performance and determine whether the service provider is meeting its commitments. When properly chosen and implemented, the SLA metrics:

- measure the right performance characteristics to ensure that the Department is receiving its required level of service and the service provider is achieving an acceptable level of profitability
- can be easily collected with an appropriate level of detail but without costly overhead, and
- tie all commitments to reasonable, attainable performance levels so that "good" service can be easily differentiated from "bad" service, and giving the service provider a fair opportunity to satisfy its client.

This section focuses on the issues surrounding the selection and implementation of SLA metrics. This section does not attempt to define an exhaustive list of metrics that should be included in a SLA; the topic is too large and project variations are too great. Rather, it concentrates on the principles for selecting metrics, the categories of metrics, and how those metrics should be represented in a SLA. These topics are necessarily presented in an introductory manner. Organizations without extensive metrics experience are urged to consider professional assistance to guide them through the process of creating their first few SLAs.

Selecting the appropriate metrics to gauge project performance is a critical preparatory step for any outsourcing engagement. A variety of metrics is required to manage the numerous aspects of an outsourcing project. While some metrics will be unique to a given project, many are common to all outsourcing projects. Often, a metric that works well on one project may be ineffective, inaccurate or too costly to collect on another project. A poor choice of metrics will result in SLAs that are difficult to enforce and may motivate the wrong behavior or even cause a dispute that ends up in court.

The selection process is complicated by the enormous number of potential metrics and must be tempered by considerations such as organizational experience with metrics, the type of behaviors to be motivated and cost and effort of collection. Common sense must prevail when selecting metrics. Remember that the goal is to ensure a successful and positive working relationship between the Vendor and the department. To meet these goals, organizations should consider the following key principles.

Avoid choosing an excessive number of metrics, or metrics that produce a voluminous amount of data. At the outset of drafting the SLA, a Department may be tempted to include too many metrics, reasoning that the more measurement points it has, the more control it will have over service provider performance. In practice, this rarely works. Instead choose a select group of metrics that

will produce information that can be simply analyzed, digested and used to manage the project. If the metrics generate an inordinate amount of data, the temptation will be to ignore the metrics, or subjectively interpret the results, negating their value in the SLA.

2.10.6.2 Choose Measurements that Motivate Right Behavior (Service Level Title)

The first goal of any metric is to motivate the appropriate behavior on behalf of the Department and the Vendor. Each side of the relationship will attempt to optimize their actions to meet the performance objectives defined by the metrics. If the wrong metrics are selected, the relationship can go astray quickly. For example, paying programmers by the number of lines of code they produce will certainly lead to an increase in production, but may play havoc with quality and the true quantity of real work accomplished.

To motivate the right behavior, each side must understand the other side, its expectations and its goals, and the factors that are within its control. Realism must prevail. Departments have to anticipate that Vendors will want to make a profit; Vendors have to expect that Department will want to control costs.

When choosing metrics, one should first focus on the behavior that one wants to motivate. What factors are most important to your organization? Reducing costs and/or defects? Increasing turnaround time? Which factors are you willing to trade for improvements in another area? Pick an initial set of metrics that measure performance to these behaviors.

Put yourself in the place of the other side and test the selected metrics. How would you optimize your performance? Be creative. Does that optimization lead to the desired results? Often, secondary metrics are needed to provide checks and balances to avoid missteps. Also, consider whether the metrics are truly objective or are subjective enough to leave room for interpretation. Metrics that are based upon a subjective evaluation are open to different interpretations, and will likely lead to disagreement over whether a service provider has met its commitments. For example, state that "the server should be up and running during the requirements". Instead it should be "the server should be up and running between 10 AM to 6 PM from Monday to Saturday".

2.10.6.3 Ensure Metrics Reflect Factors within Service Provider's Control (Service Level Dependency)

Ensure that the metrics measure items within the other party's control. Continuing the example from above, the service provider has control over the server uptime, but has no control over the State Data Centre uptime. Thus, a requirement that "server uptime of 99.5%" is unfair and likely to be de-motivating to the service provider.

Service providers should ensure that the SLA is two-sided. If the service provider's ability to meet objectives is dependent on an action from the Department or any other agency of the Department (for e.g SWAN, SDC etc.) the performance of these agencies / infrastructure must also be measured.

Conversely, refrain from choosing SLA metrics that attempt to dictate how the service provider is to do its job. Presumably, an outsourcing provider's core competence is in performing IT tasks, and embodies years of collected best practices and experience. Attempting to regulate these tasks will only introduce inefficiencies. Instead, concentrate on ensuring that the delivered work products meet quality, time and cost expectations.

2.10.6.4 Choose Measurements Easy to Collect (Data Capture & Measurements)

If the metrics in the SLA cannot be easily gathered, then they will quickly lose favor, and eventually be ignored completely. No one is going to spend an excessive amount of time to collect metrics manually. Ideally, all metrics will be captured automatically, in the background, with minimal overhead; however, few organizations will have the tools and processes in place to do so. A metric should not require a heavy investment of time and money; instead use metrics that are readily available, compromising where possible. In some cases, it will be necessary to devise alternative metrics if the required data is not easily obtainable. For example, measuring whether a newly written program meets published IT standards require an arduous manual review. Conversely, a commercially available metric analysis tool can quickly and automatically calculate the program's technical quality. While the end result is not identical, the underlying goal -- motivating enhanced quality -- is met at a fraction of the manual cost.

2.10.6.5 Proper Base-lining (Hours of Support, Target & Minimum Service Levels)

Defining the right metrics is only half of the battle. To be useful, the metrics must be set to reasonable, attainable performance levels. It may be difficult to select an initial, appropriate setting for a metric, especially when a Department does not have any readily available performance metrics or a historical record of meeting those metrics. The MMPs / e-Governance projects in a similar environment which are already live will have the data needed to set a proper baseline. Others will have to perform an initial assessment to establish that baseline. **Unless strong historical measurement data is available, be prepared to re-visit and re-adjust the setting at a future date through a pre-defined process specified in the SLA. Further, include a built-in, realistic tolerance level.**

Consider the example of a Department that selects a Vendor to run its IT O&M. An important Department objective is to keep application uptime 100%. To that end, a metric is selected requiring the service provider to achieve an "application uptime". It would be tempting to set the metric so that the Vendor had to meet the threshold 100% of the time. But why require the Vendor to keep the application up & running during the non-office hours, especially since it will cost the Department to do so? A better way would be to define a metric that accommodated different comfort levels at different times. In addition, since the Department (or an MMP, working in a similar environment) has historically been able to maintain provide application uptime 95% of the time, it would be reasonable to grant the service provider the same tolerance level. By taking the time to weigh expectations and set reasonable, attainable performance goals, the Department is able to achieve its goal of comfort at a lesser cost while the Vendor is motivated to do its best to meet those needs.

The following approach is suggested for determining the SLAs.

Government entity/department will provide six (6) months of Service Level history prior to the transition to Service Provider, where available. Government entity/department and Service Provider

agree to establish (i) Minimum Service Levels based on the second lowest Service Level measurement within the six (6) month period and (ii) Increased Impact Service Levels for each Service based on the lowest Service Level measurement within the six (6) month period.

If Government entity/department does not have six (6) months of Service Level history, then:

- The Parties will agree on a Target Service Level.
- If, before the Service Provider begins providing the relevant Service after the pilot phase, six (6) months of history is achieved, then the methodology above will be used.
- If six (18) months of history is not achieved prior to Service Provider providing the Service after the pilot phase, then the Service Level will be established based on six (6) months of performance by Service Provider excluding the pilot phase. The second lowest Service Level during the six (6) month period will become the Minimum Service Level and the lowest Service Level will become the Increased Impact Service Level.

A Service Level measurement may be eliminated from the foregoing analyses if both Parties agree that the Service Level measurement in question resulted from abnormal circumstances.

Except as otherwise expressly provided below, Service Levels will be measured, reported and subject to payment of Service Credits for Service Level Failures at the conclusion of the Pilot Phase for the relevant Service Category. For ease of clarity and the targets should be set

2.10.6.6 Service Level Agreements (SLAs)

SLAs are important component of any IT tendering process. Template of SLAs is provided below. The same may be used as templates and customized. However it may be noted that the SLAs can be of 2 types – either input based or output based. The below mentioned templates are for input based SLAs which focuses on the availability and quality of inputs. The other way of designing is on measuring the outputs. In this way of measuring the outputs, the end customer service quality parameters are measured. For e.g. what is the end-to-end time taken for processing of an application, time taken to stand in the queue, errors in the certificates and so on. Typically these are used in PPP type of tenders.

2.10.6.7 Data Digitization Activities

[We have provided here usable/customizable illustrative templates, to fill in relevant values for developing the SLAs relevant to Data Digitization Activities]

S. No.	SLA Terms	Description
1.	**% Accuracy**	<Purchaser > officials will physically verify the digitized records submitted by the SI vendor against the original records and will identify the erroneous fields in each record. The % accuracy for each batch will be calculated as follows: Total no. of erroneous fields in the batch - X Total no. of records in the batch - Y Field per record - N Accuracy per batch (%) = (X*100)/(Y*N)
2.	**Digitization Cost**	Digitization cost = A*Y, where "A" is the rate per record digitized and Y is the total no. of records in the batch.

Service Category	Service Level Title / Objective	Definition	Data Capture	Measurement Interval	Reporting Period	Hours of Support	Target Service Level	Minimum Service Level	Service Level Dependency	Increased Impact	Severity Weight
Data Accuracy	Accuracy of the data digitized by the SI vendor when compared against the	The ratio between the total no. error free of records in a batch of data that were successfully digitized to the total	<Purchaser >'s appointed shall take physical count of data that was migrated successfully into the	Weekly	Fortnightly	56x2	> 90%	> 80%	Completeness and integrity of source data	To be base lined for first 2 weeks using time and motion study on the effort made Please refer	50% of Data Digitization Cost [Please refer Section 2.8 of Guidance

Service Category	Service Level Title / Objective	Definition	Data Capture	Measurement Interval	Reporting Period	Hours of Support	Target Service Level	Minimum Service Level	Service Level Dependency	Increased Impact	Severity Weight
	original records	no. of records in that batch of data	new system as compared to that which existed in the old legacy source							Section 2.8 of Guidance Notes for filling this part of Guidance Notes for more on filling this part]	Notes for filling this part of Guidance Notes for more on this part]
Data Digitization Completion Time	Timelines for completion of the data entry, digitization & migration										

Please note:

- *Accuracy of less than 90% will be considered as the Breach of the Agreement and <PURCHASER > reserves the Right to terminate the agreement.*
- *In all such cases, where the accuracy is below 100%, the SI will be responsible to carry out corrections with no additional cost to <PURCHASER >.*

Sample SLA Matrix

A sample SLA Matrix has been provided below including activities such as Data Integration, Reporting Portal, Support, etc

Service Levels (After Go Live)

If the complexity of project is high, then Go-Live can be staggered across multiple phases. In case of staggered Go-Live, the services can start earlier (in initial phases) and services can be augmented in later phases. This way, the acceptance and payments are also staggered and working capital needs of IA are also taken care of. A sample of staggered go live is provided below.

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
A	**Data Integration**										
1	**Bulk Data Loading*** Time for loading bulk data files at end of day into the data	<= 2 days	2	> 2 days and <= 3 days	1	NA	NA	> 3 days	-1	● Data file size. ● Special situations requiring full load.	IA shall ensure that all relevant events are logged as part of the data loading

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	warehouse. **Monthly SLA Monitoring** Must be achieved with data loading time for atleast 98% of the cases in a month being within stipulated time. **Quarterly SLA Monitoring** Average of the month wise SLA scores shall be taken for the quarterly measurement.											process and such logs are made accessible to the NA for review/ report through SLA monitoring tool in a readable format.
2	**Near Real Time Exchange*** Near real time bidirectional exchange of critical data **Monthly SLA Monitoring** Average of the day wise exchange shall be taken for arriving at the monthly score. **Quarterly SLA Monitoring** Average of the month-wise scores shall be taken for the quarterly measurement.	<= 2 hours	2	> 2 hours and <=3 hours	1	NA	NA	> 3 hours	-1	• Source system availability	IA shall ensure that all relevant events are logged as part of the data loading process and such logs are made accessible to the NA for review/ report through SLA monitoring tool in a readable format.
B	**Reporting Portal**										

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
3	**Reporting Portal Availability** Availability (uptime) of Reporting Portal for doing business activities, except during scheduled down time as agreed with the department. **Monthly SLA Monitoring** Average of the day wise availability shall be taken for the arriving at the monthly score. **Quarterly SLA Monitoring** Average of the month-wise scores shall be taken for the quarterly measurement.	>=99.5 %	2	<99.5% and>=99 % &	1	NA	NA	<99%	-1	• Power Backup • Upgrades • System Restores	IA shall ensure that all relevant events are logged and such logs are made accessible to the NA for review/ report through SLA monitoring tool in a readable format. End-to-end loop back mechanism must be established for checking the availability of services.
4	**Reporting Portal Home Page Opening** Time for opening of Home Page of Reporting Portal. **Daily SLA Monitoring** Average must be achieved with maximum homepage opening	<=3 seconds	2	>3 seconds and < =5 seconds	1	NA	NA	>5 seconds	-1	• Internet link of the user	End-user measurement system (automated measurement as part of SLA tool) will be adopted. This metric will be measured as the elapsed time between the action

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	time till success for 90% or more of the sample cases being within the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the quarterly measurement.											link/button being clicked and its response appearing on portal (measured from WAN/ Internet end of ISP POP at DC on real time live environment.)
5	**Reporting Portal Form Submission** Time for on-line submission of the electronic forms of Reporting Portal. **Daily SLA Monitoring** Average must be achieved with maximum time for online submission of form till success for 90% or more of the sample cases being within the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the quarterly measurement.	<=5 seconds	2	>5 seconds and < =7 seconds	1	NA	NA	>7 seconds	-1	• Internet link of the user	End-user measurement system (automated measurement as part of SLA tool) will be adopted. This metric will be measured as the elapsed time between the action link/button being clicked and its response appearing on portal (measured from WAN/ Internet end of ISP POP at DC on real time live environment.)
6	**Reporting Portal Data Upload** Time for uploading xml file on the reporting portal. **Daily SLA Monitoring** Average must be achieved with maximum time for uploading file	<=20 seconds	3	>20 seconds and < =30 seconds	2	NA	NA	>30 seconds	-1	• Internet link of the user	End-user measurement system (automated measurement as part of SLA tool) will be adopted. This metric will be measured as the elapsed

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	of less than 500KB in size and till success for 90% or more of the sample cases being within the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the quarterly measurement.											time between the action link/button being clicked and its response appearing on portal (measured from WAN/ Internet end of ISP POP at DC on real time live environment). Cache to be cleared before measuring.
C	**Data Processing and Master Data Management**										
7	**Accuracy of address standardization** Accuracy of locality/ sub-locality population from address. Accuracy = (1 – X) / Y, where Y is total number of addresses from urban areas (mix of populated and non-populated) verified and X is the number of addresses were population or non-population of locality/ sub-locality population was found to be incorrect by a reviewer from NA. **Monthly SLA Monitoring** Average accuracy must be 90% or more for the cases verified during the month.	>80%	4	<=80% and >=70%	2	>=90%	6	<70%	-1	• None	The report should be available in the SLA monitoring tool.

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	Quarterly SLA Monitoring Average of the month wise SLA scores shall be taken for the quarterly measurement.										
8	**PAN Population Accuracy** Accuracy of populating the PAN in the transactions with missing or invalid PAN. **Quarterly SLA Monitoring** Total number of PAN populations which are verified in a quarter would be taken for calculating the score for this parameter.	>=90%	4	<90% and >=80%	2	>=95%	6	<80%	-1	• Quality of source data	MIS reports need to be submitted as part of SLA Monitoring.
9	**PAN De-duplication Accuracy** Accuracy of de-duplication of PAN. **Quarterly SLA Monitoring** Total number of duplicate PANs which are verified in a quarter would be taken for calculating the score for this parameter.	>=90%	4	<90% and >=80%	2	>=95%	6	<80%	-1	• Quality of source data	MIS reports need to be submitted as part of SLA Monitoring.
10	**Relationship Identification Accuracy** Accuracy of relationships identified. **Quarterly SLA Monitoring** Total number of relationships which are verified in a quarter would be taken for calculating	>=90%	4	<90% and >=80%	2	>=95%	6	<80%	-1	• Quality of source data	MIS reports need to be submitted as part of SLA Monitoring.

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	the score for this parameter.										
D	Data Exchange										
11	**Data Exchange Availability** Availability (uptime) of Data Exchange for doing business activities, except during scheduled down time as agreed with the department. **Monthly SLA Monitoring** Average of the day wise availability shall be taken for the arriving at the monthly score. **Quarterly SLA Monitoring** Average of the month-wise scores shall be taken for the quarterly measurement.	>=99.5 %	2	<99.5% and >=99%	1	NA	NA	<99%	-1	• Power Backup • Upgrades System Restores	IA shall ensure that all relevant events are logged and such logs are made accessible to the NA for review/ report through SLA monitoring tool in a readable format. End-to-end loop back mechanism must be established for checking the availability of services.
12	**Data Exchange Home Page Opening** Time for opening of Home Page of Data Exchange. **Daily SLA Monitoring** Average must be achieved with maximum homepage opening time till success for 90% or more of the sample cases being within the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the	<=3 seconds	2	>3 seconds and < =5 seconds	1	NA	NA	>5 seconds	-1	Internet link of the user	End-user measurement system (automated measurement as part of SLA tool) will be adopted. This metric will be measured as the elapsed time between the action link/button being clicked and its response appearing on portal (measured from WAN/ Internet end of ISP POP at DC on real time live environment.)

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	quarterly measurement.										
13	**Data Exchange Form Submission** Time for on-line submission of the electronic forms of Data Exchange. **Daily SLA Monitoring** Average must be achieved with maximum time for online submission of form till success for 90% or more of the sample cases being within the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the quarterly measurement.	<=5 seconds	2	>5 seconds and < =7 seconds	1	NA	NA	>7 seconds	-1	Internet link of the user	End-user measurement system (automated measurement as part of SLA tool) will be adopted. This metric will be measured as the elapsed time between the action link/button being clicked and its response appearing on portal (measured from WAN/ Internet end of ISP POP at DC on real time live environment.)
14	**Data Exchange Data Upload** Time for uploading xml file on the data exchange. **Daily SLA Monitoring** Average must be achieved with maximum time for uploading file of less than 500KB in size and till success for 90% or more of the sample cases being within the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the	<=20 seconds	2	>20 seconds and < =30 seconds	1	NA	NA	>30 seconds	-1	Internet link of the user	End-user measurement system (automated measurement as part of SLA tool) will be adopted. This metric will be measured as the elapsed time between the action link/button being clicked and its response appearing on portal (measured from WAN/ Internet end of ISP POP at DC on real time live environment). Cache to be cleared before measuring.

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	quarterly measurement.										
E	**Preliminary Verification**										
15	**Compliance Portal Availability** Availability (uptime) of Compliance Portal for doing business activities, except during scheduled down time as agreed with the department. **Monthly SLA Monitoring** Average of the day wise availability shall be taken for the arriving at the monthly score for the concerned parameter. **Quarterly SLA Monitoring** Average of the month-wise scores shall be taken for the quarterly measurement.	>=99.5%	3	<99.5% and >=99%	1.5	NA	NA	<99%	-1	• Power Backup • Upgrades • System Restores	IA shall ensure that all relevant events are logged and such logs are made accessible to the NA for review/ report through SLA monitoring tool in a readable format. End-to-end loop back mechanism must be established for checking the availability of services.
16	**Compliance Portal Opening** Time for opening of Compliance Portal. **Daily SLA Monitoring** Average must be achieved with maximum homepage opening time till success for 90% or more of the sample cases being within the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA	<=3 seconds	3	>3 seconds and < =5 seconds	1.5	NA	NA	>5 seconds	-1	Internet link of the user	End-user measurement system (automated measurement as part of SLA tool) will be adopted. This metric will be measured as the elapsed time between the action link/button being clicked and its response appearing on portal (measured from WAN/ Internet end of ISP POP at DC on real time live environment.)

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	scores shall be taken for the quarterly measurement.										
17	**Compliance Portal Form Submission** Time for on-line submission of the electronic forms of Compliance Portal. **Daily SLA Monitoring** Average must be achieved with maximum time for online submission of form till success for 90% or more of the sample cases being within the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the quarterly measurement.	<=5 seconds	3	>5 seconds and < =7 seconds	1.5	NA	NA	>7 seconds	-1	Internet link of the user	IA
18	**Electronic Intimation Sending*** Time for sending intimation/notice alerts through email to from the date of the same being generated in the system. **Quarterly SLA Monitoring** Average time for sending intimation/notices through SMS/email alerts for atleast 95% of the cases in a quarter being within the stipulated time.	<= 1 working day	1	>1 working day and <= 2 working days	0.5	NA	NA	> 2 working days	-1	NA	Measured from the MIS reports generated by the application (developed by the IA) as approved by the NA containing the details on emails/SMS sent.

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
19	**Electronic Intimation Re-sending** * Time for re-sending of the intimation/ notice alerts through email from the date of receipt of information of non-delivery. One re-sending of the intimation/notices only after verification of latest email address available in records. **Quarterly SLA Monitoring** Average time for re-sending of intimation/notices for atleast 95% of the cases in a quarter within the stipulated time.	<= 10 working day	1	>10 working day and <= 20 working days	0.5	NA	NA	> 20 working days	-1	Availability of alternate contact details	
20	**Postal Intimation Dispatch*** Time for dispatch of Intimation / Notices from the date of the same being generated in the system. **Quarterly SLA Monitoring** Average time for dispatch of intimation/ notices for atleast 95% of the cases in a quarter being within the stipulated time.	=< 10 working days	2	>10 working days and <= 20 working days	1	NA	NA	> 20 working days	-3	NA	Measured from the MIS reports generated by the application (developed by the IA) as approved by the NA.
21	**Postal Intimation Re-Dispatch *** Time for re-sending of the intimation/notice alerts from the date of receipt of information of non-delivery. One re-sending of the	<= 10 working day	1	>10 working days and <= 20 working days	0.5	NA	NA	> 20 working days	-1	Availability of alternate contact details	Measured from the MIS reports generated by the application (developed by the IA).

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	intimation/notices after verification of latest contact address available in records. **Quarterly SLA Monitoring** Average time for re-dispatch of intimation/notices for atleast 95% of the cases in a quarter within the stipulated time.										
F	**Call Centre**										
22	**Inbound Calls Response time*** Response time for the calls received at the call center (i.e. the time taken to answer a call landing at the help desk excluding the IVRS time). **Daily SLA Monitoring** Average response time must be achieved for 90% or more of the calls being within the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the quarterly measurement.	<=20 seconds	3	> 20 seconds and <=30 seconds	1.5	NA	NA	>30 seconds	-1	NA	Measure from the MIS report generated by the Call Centre module.
23	**Inbound Calls Abandonment Rate*** Call abandonment rate (unanswered calls by helpdesk agents) This measures % of calls that	<=3%	3	>3% & <=5%	1.5	NA	NA	>5%	-1	NA	Measure from the MIS report generated by the Call Centre module.

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	were requested for an agent but got disconnected before being answered by the agent. Only calls that get disconnected after 20 seconds from transfer using IVRS options will be considered for computation of this SLA. **Daily SLA Monitoring** Average must be achieved with maximum rate for 90% or more of the calls being within the stipulated range. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the quarterly measurement.											
24	**Call Quality** Call Quality Score Call quality audit score is a method of scoring agent calls against predefined parameters to ensure that the agents are adhering to the quality standards as defined by NA. The parameters & mechanism for calculating quality score will be defined by NA. **Quarterly SLA Monitoring** Call quality score awarded by the	>=85%	3	<85% and >=75%	1.5	NA	NA	<75%	-3	NA	Measured from the recorded calls (using voice loggers). NA shall quarterly audit upto 10% of the data and enter the report on the findings in the SLA monitoring tool.

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	PMU should be not less than specified score for 90% or more of the calls.										
G	Case Analysis										
25	**Case Viewer Availability** Availability (uptime) of Case Viewer for doing business activities, except during scheduled down time as agreed with the department. **Monthly SLA Monitoring** Average of the day wise availability shall be taken for the arriving at the monthly score. **Quarterly SLA Monitoring** Average of the month-wise scores shall be taken for the quarterly measurement.	>=99.5 %	3	>=99% & <99.5%	1.5	NA	NA	<99%	-1	• Power Backup • Upgrades • System Restores	IA shall ensure that all relevant events are logged and such logs are made accessible to the NA for review/ report through SLA monitoring tool in a readable format. End-to-end loop back mechanism must be established for checking the availability of services.
26	**Case Viewer Response Time** Time for opening of Home Page of Case viewer. **Daily SLA Monitoring** Average must be achieved with maximum homepage opening time till success for 90% or more of the sample cases being within the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA	<=3 seconds	3	>3 seconds and < =5 seconds	1.5	NA	NA	>5 seconds	-1	Intranet link of the user	End-user measurement system (automated measurement as part of SLA tool) will be adopted. This metric will be measured as the elapsed time between the action link/button being clicked and its response appearing on portal (measured from WAN/ Internet end of ISP POP at DC on real time live

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	scores shall be taken for the quarterly measurement.										environment.)
27	**Case Viewer Form Submission** Time for on-line submission of the electronic forms of Case viewer. **Daily SLA Monitoring** Average must be achieved with maximum time for online submission of form till success for 90% or more of the sample cases being within the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the quarterly measurement.	<=5 seconds	3	>5 seconds and < =7 seconds	1.5	NA	NA	>7 seconds	-1	Intranet link of the user	End-user measurement system (automated measurement as part of SLA tool) will be adopted. This metric will be measured as the elapsed time between the action link/ button being clicked and its response appearing on portal (measured from WAN/ Internet end of ISP POP at DC on real time live environment.)
28	**Entity Search Response Time** Time taken for searching an entity. **Daily SLA Monitoring** Average must be achieved for 90% or more of the sample cases being above the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the quarterly measurement.	<=5 seconds	4	>5 seconds and <=10 seconds	2	<=3 seconds	6	> 10 seconds	-1	Intranet	IA shall ensure that all relevant events are logged and such logs are made accessible to the NA for review/ report through SLA monitoring tool in a readable format.
H	**Enterprise Reporting**										

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
29	**Standard Reports Publishing*** Publishing of standard reports within the defined time determined by agreed frequency. **Quarterly SLA Monitoring** Average must be achieved with maximum time taken for providing updated MIS reports for atleast 90% of the cases in a quarter being within the stipulated time.	<= 1 working day	2	>1 working day and <= 2 working days	1	NA	NA	> 2 working days	-1	• NA	Measured from the MIS reports generated by the system. The report should be available in the SLA monitoring tool.
30	**Simple Reports Response Time** Time to refresh Simple Reports (Query with upto 2 table join with index selection) published on the portal. At least 90% of the simple reports should refresh within the stipulated time. **Daily SLA Monitoring** Average must be achieved for 90% or more of the test cases being above the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the quarterly measurement.	<=20 seconds	2	>20 seconds and <=30 seconds	1	<=10 seconds	3	> 30 seconds	-1	• Intranet	IA shall ensure that all relevant events are logged and such logs are made accessible to the NA for review/ report through SLA monitoring tool in a readable format.
31	**Complex Reports Response Time**	<=2 minutes	2	>2 minutes	1	<=1 minute	3	> 3 minutes	-1	• Intranet	IA shall ensure that all relevant events are logged

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	Time to refresh Complex Reports (Query with upto 3 table join with sort and group by clauses) published on Portal. At least 90% of the simple reports should complete within the stipulated time. **Daily SLA Monitoring** Average must be achieved for 90% or more of the test cases being above stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the quarterly measurement.			and <= 3 minutes								and such logs are made accessible to the NA for review/ report through SLA monitoring tool in a readable format.
I Operations Management and Support											
32	**Manpower Availability*** Manpower availability measures the availability of the required skill sets as proposed by the IA in its proposal. This parameter shall also take into account the quality of resources in terms of skill set, experience and ability to perform in similar environment besides deployment on the project. In case of replacements, the new resource should be of similar or higher skill set. Skillsets	No Deviation	2	NA	NA	NA	NA	In case of deviations	-1	NA	All deviations would be recorded and MIS report shall be made available to the NA.

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	that can be taken into account for measuring this parameter include: • Key Personnel • Team Leads for each of the tracks/areas • Team members for various skills required for carrying out the activities of the project • Production Support Team • Helpdesk Team **Quarterly SLA Monitoring** No deviations should be reported by the PMU.											
33	**Helpdesk Response time *** Time taken for sending email response & ticket assignment from the time of registering of request. **Daily SLA Monitoring** Average must be achieved for responding to the request in at least 95% of cases within the stipulated time. **Quarterly SLA Monitoring** Average of the day wise SLA scores shall be taken for the	<=2 hrs	2	>2 hrs and <=8 hrs	1	< 1 hr	3	> 8 hrs	-1	NA	Automated Report from Ticket Management System.

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	quarterly measurement.										
34	**L1 Support Resolution time *** Resolution time by L1 support at help desk where incident is logged. Activities under L1 support to be agreed with NA. **Quarterly SLA Monitoring** Average must be achieved within time for resolution for atleast 95% of the cases in a quarter.	<=24 hours	2	>24 hours and <= 3 days	1	NA	NA	>3 days	-1	Re-creation of reported bug	Automated Report as per Ticket Management System.
35	**L2 Support Resolution time*** Resolution time by L2 support at help desk where incident is logged. Activities under L2 support to be agreed with NA. **Quarterly SLA Monitoring** Must be achieved within agreed timeline for resolution for at least 95% of the cases in a quarter.	Within agreed timeline .	2	NA	NA	NA	NA	Beyond Agreed timeline.	-1	OEM Support	Automated Report as per Ticket Management System.
36	**Application Maintenance*** Time to deliver the application changes as per desired functionality.	Within Agreed timeline	2	NA	NA	NA	NA	Beyond Agreed timeline	-1	Finalization of Requirements	Automated Report as per Ticket Management System.

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	Quarterly SLA Monitoring Must be achieved within agreed timeline for at least 95% of the cases in a quarter.										
J	**Data Centre**										
37	**Data Centre Availability** Uptime of various components at DC & BCP/DR including but not limited to; • Servers • Storage • Tape Library • SAN • Switches • Routers Any downtime for maintenance shall be with prior written intimation and approval of NA. **Monthly SLA Monitoring** Average of the day wise uptime of each component shall be taken for the arriving at the monthly score for that component. **Quarterly SLA Monitoring**	>=99.5 %	2	<99.5% and >=99%	1	NA	NA	<99%	-1	• Power Backup • Upgrades • System Restores	IA shall ensure that all relevant events are logged and such logs are made accessible to the NA for review/ report through SLA monitoring tool in a readable format. Measured using EMS tool /SLA monitoring tool.

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	Average of the month-wise scores shall be taken for the quarterly measurement.										
38	**Security Components Availability** Uptime of various security components. Any downtime for maintenance shall be with prior written intimation and approval of NA. **Monthly SLA Monitoring** Average of the day-wise uptime of each security appliance shall be taken for the arriving at the monthly score for that Perimeter security appliance. **Quarterly SLA Monitoring** Average of the month-wise scores for security appliances shall be taken for the quarterly measurement.	>99%	2	>98% & <=99%	1	NA	NA	<98%	-1	NA	IA shall ensure that all relevant events are logged and such logs are made accessible to the NA for review/ report through SLA monitoring tool in a readable format. Measured using EMS tool /SLA monitoring tool.
39	**CPU Utilization** Peak CPU utilization for Application & Database Servers **Quarterly SLA Monitoring**	No Breach	1	NA	NA	NA	NA	CPU utilization is more than 80% for a	-n Where n is number	• Power Backup • Upgrades • System Restores • Scheduled batch processing tasks	IA shall ensure that all relevant events are logged and such logs are made accessible to the NA for review/ report through SLA

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	The number of such occurrences wherein the CPU utilization is more than 80% for a sustained period of more than 4 hours except for scheduled batch processing tasks.							sustained period of more than 4 hours	of such instances in the reporting period		monitoring tool in a readable format. Measured using EMS tool /SLA monitoring tool.
K	**Miscellaneous**										
40	**Training and Capacity Building** The training and capacity building satisfaction will be measured by feedback rating given by the trainees during online and face to face training. **Quarterly SLA Monitoring** Average rating must be achieved above the specified rating score for more than 80% of the feedback ratings received	Rating >= 80%	2	Rating<80% and Rating >= 70%	1	Rating > =90%	3	Rating < 70%	-1	• Participant Attendance • Availability of Training Facilities	Feedback rating given by the trainees during online and face to face training
41	**Adherence to Policies** Adherence and maintenance of standard protocols/practices like: • Updation of antivirus at desktop / server. • Adherence to backup policy of NA. • Use of licensed software and maintenance of their updates • Compliance with standard operating procedures etc.	100%	2	<100% and >=90%	1	NA	NA	<90%	-1	NA	Random inspections by PMU. The Report on findings shall be entered in the SLA monitoring tool.

S. No	Metric	Baseline		Lower Performance		High Performance		Breach		Dependency	Measurement
		Metric	Score	Metric	Score	Metric	Score	Metric	Score		
	Quarterly SLA Monitoring Must achieve specified rating in 90% of the inspections carried out by the PMU.										
42	**Documentation Management** Maintaining document versioning (FRS, SRS, User, Training Manual etc.), application version control, updates & patches etc.	at the end of every quarter	1	upto one week beyond the quarter end date	0.5	NA	NA	more than a week beyond the quarter end date	-1	NA	Monitored based on the date of submission to NA and acknowledgement number provided for the same shall be available in the SLA monitoring tool.
43	**CMCPC and INTRAC Upkeep *** The upkeep and cleanliness of CMCPC and INTRAC will be measured by the rating given during inspections carried out by the PMU. **Quarterly SLA Monitoring** Rating must be achieved above the specified rating score for more than 90% of the inspections carried out by the PMU.	>90%	1	<90% and >=80%	0.5	>=95%	1.5	<80%	-1	NA	Random inspections done by PMU and measurement done based on the parameters finalised by the NA. The Report on findings shall be entered in the SLA monitoring tool.
			100								

Note: *SLAs numbering 1, 2, 16-21, 27, 30-34, 41 would be applicable only during Business hours and working days.

2.10.6.8 Network Installations

[We have provided here customizable templates, to fill in relevant values for developing the SLAs relevant to Networking Installations]

S. No.	SLA Terms	Description
1.	Uptime	'Uptime' refers to availability of network across various segments. "% Uptime" means ratio of 'Up Time' (in minutes) in a month to Total time in the month (in minutes) multiplied by 100.
2.	Prime Business Hours (PBH)	PBH refers to the prime network utilization period, which shall be typically starting from *<09:00 hrs till 18:00 hrs on all working days>*
3.	Extended SLA Hours (ESH)	ESH refers to the lean network utilization period, which shall be typically starting from <18:*00 hrs till 09:00 hrs on Monday to Saturday and 00:00 hrs to 23:59 hrs on Sunday>* or any other period to be defined by the <Purchaser >.
4.	Planned Network Outage	'Planned Network Outage' refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be agreed with <Purchaser > and shall be notified to all the stakeholders in advance (*at least forty eight hours).*

Service Category	Service Level Title / Objective	Definition	Data Capture	Measurement Interval	Reporting Period	Hours of Support	Target Service Level	Minimum Service Level	Service Level Dependency	Increased Impact	Severity Weight
Prime Business Hours (PBH) Network Availability	Average Network Availability between various defined business locations during PBH	The total number of hours the network was available during the Prime business hours (PBH).	Recording the no. of hours of network outage during PBH.	Monthly	Monthly	24x7	> 99%	> 95%	• Telephone Exchange Line • SWAN	To be base lined for first 6 months [Please refer Section 2.8 of Guidance Notes for filling this part of Guidance Notes for more on filling this part]	INR 100,000 [The deductions here are on per month basis]
Extended SLA Hours (ESH) Network	Network Availability between various defined	<To be filled as per requirement of the project>									

Service Category	Service Level Title / Objective	Definition	Data Capture	Measurement Interval	Reporting Period	Hours of Support	Target Service Level	Minimum Service Level	Service Level Dependency	Increased Impact	Severity Weight
Availability	business locations during ESH										

Please note:

- *Availability of network for less than 98% during PBH and less than 88% during ESH continuously for a quarter will be considered as the Breach of the Agreement and <PURCHASER > reserves the Right to terminate the agreement*

2.10.6.9 Operation and Maintenance (O&M) Support

[We have provided here customizable templates, to fill in relevant values for developing the SLAs relevant to Operations and Maintenance Support]

S. No.	SLA Terms	Description
1.	**System Uptime**	- Time for which user is able to access the applications, website and other components of the IT solution during the working hours. The system can be down due to any of the reasons including failure of hardware, network, system software, application etc. - Scheduled downtime for example, backup time, batch processing time, routine maintenance time will not be considered while evaluating the system uptime. However, the selected SI will be required to schedule such downtime with prior approval of <Purchaser >. The selected SI will plan scheduled downtime outside working time. In exceptional circumstances, <Purchaser > may allow the SI to plan scheduled downtime in the working hours.
2.	**Bugs / Issues in the Application Software / Hardware device / Network Equipment**	• Critical bugs / issues – Bugs / issues affecting more than one division or more than one user in a division, • Non-critical bugs / issues – Bugs / issues affecting at most one user in a division.

Service Category	Service Level Title / Objective	Definition	Data Capture	Measurement Interval	Reporting Period	Hours of Support	Target Service Level	Minimum Service Level	Service Level Dependency	Increased Impact	Severity Weight
System Uptime and Performance	System uptime and performance of the system	• Time for which user is able to access the applications, website and other components of the IT solution during the working hours. The system can be down due to any of the reasons	No. of recorded hours on server logs of uninterrupted usage of the system by users during working hours	Weekly	Weekly	24x7	99.9%	99%	• Power Backup • Upgrades • System Restores	To be base lined for first 6 months [Please refer Section 2.8 of Guidance Notes for filling this part of Guidance Notes for more on filling this part]	INR 300,000 per month for every drop in percentage point of uptime below 99.5 % [The non-availability for application

Service Category	Service Level Title / Objective	Definition	Data Capture	Measurement Interval	Reporting Period	Hours of Support	Target Service Level	Minimum Service Level	Service Level Dependency	Increased Impact	Severity Weight
		including failure of hardware, network, system software, application etc. • Scheduled downtime for example, backup time, batch processing time, routine maintenance time will not be considered while evaluating the system uptime. However, the selected SI will be required to schedule such downtime with prior approval of <Purchaser >. The selected SI vendor will plan scheduled downtime outside working time. In exceptional circumstances, <Purchaser > may allow the SI vendor to plan scheduled									service, website measured on monthly basis and excluding the scheduled maintenance shutdown. Performance of system refers to the proper and timely functioning of the system's functionalities. The applications should be available and performing as per functionalities]

Service Category	Service Level Title / Objective	Definition	Data Capture	Measurement Interval	Reporting Period	Hours of Support	Target Service Level	Minimum Service Level	Service Level Dependency	Increased Impact	Severity Weight
		downtime in the working hours.									
Issue Resolution Efficiency	Resolution time for bugs / issues in the applications										

Please note:

- *Following conditions will be considered as the Breach of the Agreement in case of O&M Phase and in any of the following conditions <PURCHASER > reserves the Right to terminate the agreement*
  - o *System uptime of less than 97% continuously for a quarter;*
  - o *More than 3 incidents of not resolving the bugs / issues within the defined time limits in a quarter;*
  - o *Average page loading time for application & reports to be more than 20 seconds evaluated for a quarter;*

2.10.7.1 Training and Change Management

[We have provided here _customizable templates_, to fill in relevant values for developing the SLAs relevant to Training and Change Management]

Service Category	Service Level Title / Objective	Definition	Data Capture	Measurement Interval	Reporting Period	Hours of Support	Target Service Level	Minimum Service Level	Service Level Dependency	Increased Impact	Severity Weight
Training Satisfaction	Satisfaction level of the training sessions conducted by vendor for staff members & stakeholders	The feedback shall be received by the officials of <Purchaser > after each training session. <Purchaser > may decide to use the SLA in case insufficient training sessions are conducted by the SI vendor.	Feedback ratings received from Training participants, no. of participants and no. of Trainings delivered	Monthly	Monthly	No. of Training hours delivered	Feedback ratings > 8	Feedback ratings > 7	• Participant attendance/turnout • Availability of <Purchaser > committed Training facility	> 10 trained participants being able to trained other members of staff in a period of 1 month	20% of the per person cost for that type of training [Please refer Section 2.8 of Guidance Notes for filling this part of Guidance Notes]
<Please fill in your relevant Service category>	<Please fill in Service category definition>										

Please Note:

- _Feedback rating of less than 6 by 25% of the trainees of a batch will be considered as the Breach of the Agreement and <PURCHASER > reserves the Right to terminate the agreement_
- _The bidder will be solely responsible for conducting additional training sessions for the staff members providing the rating less than 6._

2.10.8 Calculating Penalties as Service Credits

2.10.8.1 Service Credits and Amount at Risk

Service Credits are calculated as provided below, but the aggregate amount of such Service Credits paid or credited for any given month will not exceed the following limitations ("Amount at Risk"):

- For Service Level Failures and Service Credits within a Service Category, twelve percent (12%) of Fees for Services (excluding pass-through expenses and other expense reimbursements, if any) within that Service Category during the relevant month.
- For Service Level Failures in all Service Categories, ten percent (10%) of Fees for Services (excluding pass-through expenses and other expense reimbursements, if any) within all Service Categories during the relevant month.

Service Credit amounts in excess of the foregoing limitations do not carry forward into subsequent months or measurement periods. Service Credits will be applied to the invoice in the month immediately following the Service Level Failure(s) or paid in cash for the final month when the Agreement expires or terminates.

2.10.8.2 Reporting of Service Levels and Credits

Service Level performance and (if applicable) Service Credits are measured and reported monthly (or at other mutually agreed intervals) in Service Provider's regular reports. The monthly reports shall also describe all failures to achieve Service Levels for the month, reasons for any excused failures, results of root cause analyses, and corrective action proposed and taken to prevent recurrence of failures to meet Service Levels.

2.10.8.3 Calculation of Service Credits

Service Credits are calculated as follows: the Amount at Risk for the relevant Service Category times the relevant Severity Weight. Service Credits for Increased Impact Failures shall be two hundred percent (200%) of the amount otherwise payable for less severe Failures.

Example
Minimum Service Level Failure

Assume that:

- Service Provider misses the Minimum Service Level Application uptime.
- Failure is unexcused.

- Monthly Fees for the relevant Service Category total INR 100,000 (in case there is a consolidated monthly fee payable to the vendor, then the entire fee has to be broken up into various elements and divided for each SLA, without exceeding 100%)
- Amount at Risk for Service Category is   12,000.
- Severity Weight is 30%.

Credit Calculation:

- Service Credit = Amount at Risk times Severity Weight
- 3,600 = 12,000 x 30%

Increased Impact Failure

Same assumptions as above, except

- Performance below "Increased Impact" level.

Credit Calculation:

- Increased Impact Service Credit = Amount at Risk times Severity Weight times 200%
- 7,200 = [12,000 x 30%] x 2

2.10.9 Earn-Backs

Service Credits paid for Service Level Failures related to Minimum Service Levels shall be refunded if Service Provider meets or exceeds the relevant Minimum Service Levels for the six (6) consecutive months (or other reporting periods) following the relevant Service Level Failure. Service Credits for Increased Impact Failures are not refundable in any circumstances.

2.10.10   Unacceptable Service

The following Service Level Failures or combinations of Service Level Failures constitute Unacceptable Service, and grounds for termination of the Agreement, in whole or in part, if Service Provider becomes obligated to pay the following amounts of Service Credits (whether or not such Credits are actually collected):

- One Hundred Percent (100%) of the Amount at Risk for any two Service Categories within any rolling period of twelve (12) months or less; or

- Seventy-five percent (75%) of the Amount at Risk for the Agreement as a whole within any rolling period of twelve (12) months or less

Identification of the foregoing circumstances as Unacceptable Service (and subsequent identification of any other circumstances as Unacceptable Service) are without prejudice to contentions that other or different circumstances, individual Service Level Failures, or combinations of Service Level Failures may also, by themselves or in combination with other facts or circumstances, constitute material breach of the Agreement, and grounds for termination.

2.10.11   Continuous Improvement

Minimum Service Levels and Increased Impact Service Levels will be modified at twelve (12) month intervals for each Service Category promptly following the anniversary of the date related Service Levels were first effective. Upon Government entity/department's request, (i) Minimum Service Levels may be increased to the average figure for the preceding six (6) months; and Increased Impact Service Levels may be increased to the second lowest measurement within the preceding six (6) months, provided that neither increase shall exceed five percent (5%) of the difference between one hundred percent (100%) and the relevant Minimum or Increased Impact Service Level then in effect.

2.10.12   General Provisions

2.10.12.1   *Maximum Service Credits*

The maximum amount payable as Service Credits for any single month shall not exceed the Amounts at Risk (but this limitation does not limit Government entity/ department's right to recover damages for material breach, or other remedies, subject to the notice, cure periods, limitations of liability and other applicable provisions of the Agreement).

2.10.12.2   *Waivers*

Government entity/ department may waive any Service Level Failure or Service Credit, but no such waiver shall be binding or effective unless given in writing, and no such waiver shall constitute a continuing waiver of similar or other such Service Level Failures or other breaches of the Agreement. Government entity/ department may at any time direct future compliance with any waived requirement.

2.10.12.3   *Resource Deployment*

Time & Material Project: For T&M projects, the resources should work on client working days. Leave policy of the company (Implementing Agency) will apply (earned leave/sick leave etc) however, the Implementing Agency shall ensure minimal disruption to the project, and where required provide a replacement resource to minimize adverse impact to Project.

To address problems faced with attrition of deployed resources of highly specialized resources, the Purchaser may consider providing for fixed annual increments against the fee payable for resources who continue year on year of the project. Further, adopting a cost plus model of payment would address concerns of profitability of the vendor.

Deliverable-based Projects: For deliverable based projects, the leave policy (earned leave, sick leave, etc) of Implementing Agency will apply. However, the Implementing Agency must ensure that the timelines for submitting deliverables are met.

2.11 Payment Terms and Schedules

Payment terms and schedule help define the mechanism of paying the vendor for the successful delivery of services and products during the project.

For Payment terms and schedule, the Government should practice the following:

- Ensure payment value reflects the actual effort to be put by the System Integrators/ Implementation Agencies
- Payments must be linked to only one form of delivery – service/ input (hardware / software / manpower availability) or solution/outcome, not both
- Payment milestones must be clearly defined and (if possible) linked to a deliverable or unambiguous payment schedules (like go-live can be defined as application hosted in production server or any transactions starting)
- RFPs shall not mix hardware and software items together for making delivery payments as the two are independently sourced and ensure that all suppliers are directly bound to the project deliveries to the extent of their technical deliveries
- Payment for time & material based services should have just time period (man-months/ hours) as measure for approving payments
- All payments for the delivered services, as mandated in the tender document, should be made to vendor within the stipulated time. Please ensure fund approvals and required stakeholder sign offs on this planned and executed in time

- No penalty on payments, that have not been specified on the contract, should be levied
- Engage in Price discovery for all the discrete services, software and hardware for effective administering of the contract during the project
- Changes in government taxes should not be imposed on the vendor by making payment adjustments. The payments due to the vendor (excluding taxes) should remain the same as was factored in during the financial estimation of the project.

As a thumb rule, irrespective of the purchase model, the RFP should have payment terms which should designed in such a way so that the vendor receives payment for at least around 80 per cent of the *estimated* value of the hardware/licensed software on a milestone which is

- Suitably designed to address the vendor's working capital issue; OR
- On receipt of invoices made for capital expenditure subject to a maximum limit.

 Also it is suggested that the Purchaser should plan for a phased go-live (and consequently payment schedules). This will help to address any apprehension that the approval of the software application at a particular time will close out addressing any gaps/new requirements identified thereafter (within the scope of work)

[Payment milestone should be finalized in such a manner in which the Nodal agency is able to garner enough bidders as well as protect the interest of the Government.]

A sample milestone based payment schedule for software development projects has been provided below:

i)   *Milestone linked payments can be made as under:*

Milestone	Description	Payment
I	*Acceptance of High Level Design (HLD) Document & FRS and SRS for Phase I functionalities*	*<>% of the Contract Value*
II	*Go Live of Phase – I functionalities*	*<>% of the Contract Value*
III	*Go Live of Phase – II functionalities*	*<>% of the Contract Value*
IV	*Project Acceptance*	*<>% of the Contract Value*

ii)   *The milestone linked payments will be made on the basis of Contract Value as determined under section <> and will not be impacted by any changes in the quarterly payouts.*

iii)   *The payment of Ist milestone linked payment will be made on acceptance of the following deliverables:*

- *High Level Design (HLD) Document*

- *FRS and SRS for Phase I functionalities*

iv)   *The payment for the IInd milestone linked payment will be made on "Go Live" of Phase – I functionality. The MSP shall be paid on submission of proof for procurement (invoice) for hardware / software / OEM support. Payment shall be least of the following as reduced by payment made at Ist milestone:*

a)   *<10>% of the contract value; and*

b)   *Invoice value for the procurement of hardware / software / OEM support;*

In case the aggregate payment made at milestone I & II referred above is less than <10>% of the contract value, the difference in amount shall be considered in the next milestone linked payment.

v)   *The payment for the IIIrd milestone linked payment will be made on "Go Live" of Phase – II functionality. The MSP shall be paid on submission of proof for procurement (invoice) for hardware / software / OEM support till date. Payment shall be least of the following as reduced by payment made at Ist & IInd milestones:*

a)   *<15>% of the contract value; and*

b)   *Invoice value for the procurement of hardware / software / OEM support till date;*

In case the aggregate payment made at milestone I, II & III referred above is less than <15>% of the contract value, the difference in amount shall be considered in the next milestone linked payment.

vi) *The payment for the IVth milestone linked payment will be made on "Project Acceptance". The MSP shall be paid on submission of proof for procurement; installation of hardware / software / OEM support; and other software development cost till date. Payment shall be least of the following as reduced by payment made at Ist, IInd & IIIrd milestones:*

   a) *<20>% of the contract value; and*

   b) *Invoice value for the procurement of hardware / software / OEM support; and development cost (supported by relevant man power deployment and cost sheets) till date;*

In case the aggregate payment made at all four milestones referred above is less than <20>% of the contract value, no further payment will be made in this regard.
]

The typical deliverables have been provided along with the Scope of work in the previous section.

2.11.1 Timelines

Timelines are dependent on the Scope of work. The timelines should be decided on the practicality in achieving them. Further the timelines should be mentioned for approval of the deliverables – currently they are not budgeted separately.

Once the timelines for approval are budgeted it would help the Purchaser to plan for subsequent activities more proactively. This will also help the System Integrators/Implementation Agencies to plan for their resources.

2.11.2 Success Fee (optional)

Most of the Government tenders have penalty clauses / liquidated damages as a clause in the agreement. But it has been observed that rarely any project has been completed in time.

The penalty clauses are rarely invoked, as it becomes very difficult to establish that the delay happened only due to the fault of the System Integrators/ Implementation Agencies. Hence it may be a worthwhile to consider rewarding the System Integrator/ Implementation Agency for timely completion of the project. This clause should be used cautiously and at places where the System Integrator's/Implementation Agency's role is to mobilize and work with several stakeholders and get the necessary inputs / approvals etc. Further it should also be ensured that there is a monetary benefit for the Government in achieving the project before the planned timelines, before including this clause.

The Purchaser may require to take appropriate approvals before inclusion of this clause in the RFP.

This clause is recommended to be introduced for initial period of 2 years and then basis the improvement in the completion rate, this clause may be revised accordingly. On achieving the eligibility

for Success Fee, the SI Vendor would inform the <Purchaser > and on confirmation made by the <Purchaser > in writing, will submit the invoice for the Success fee.

2.11.3 Structuring Liquidated Damages & Penalties

If the Supplier fails to supply, install, commission, and achieve Final Acceptance of the System (or Subsystems pursuant to the Agreement Clause 5.4) within the time for achieving Final Acceptance specified in the Implementation Schedule in the Technical Requirement or the Agreed and Finalized Project Plan, or any extension of the time for achieving Final Acceptance previously granted, the Supplier shall pay to the Purchaser Liquidated Damages at the rate specified as a **percentage of the Contract Price**, **or the relevant part of the Contract Price** if a Subsystem has not achieved Final Acceptance. The aggregate amount of such Liquidated Damages shall in no event exceed the amount specified in Agreement ("the Maximum"). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to Agreement Clause 14.

Liquidated damages shall be assessed [state "**only with respect to achieving Final Acceptance**;" **otherwise, indicate: at other milestones, such as Installation**].

Note: Establishing more milestones for Liquidated Damages may provide a somewhat greater degree of control and assurances regarding the pace of the implementation of the System. However, this will come at a price of increased complexity of Contract management and increased perceptions of financial risks on the part of Bidders. This most likely will lead to higher bid prices. In most cases, Final Acceptance should be the most appropriate financial control for ensuring the timeliness of implementation, since it captures the impact of earlier delays and is, in the final analysis, the milestone that truly matters. Whatever milestones are selected, it is critical that the Implementation Schedule in the Technical Requirements Section precisely specify what Subsystems or other components are covered and when the milestone is set. These, of course, can be refined and revised through the Agreed and Finalized Project Plan.

2.12 Change Control

Any software application may require changes after development and certification stages. It is understandable that the requirements may undergo change post the finalization of FRS document. However, it is advisable that the software is developed keeping the initial requirement specified in the FRS document and the application is made live. Hence it is very important for the Purchaser to make sure that the requirements are captured comprehensively and accurately in the FRS document.

It should also be appreciated that **all** software developed undergo revision/ upgrades/ enhancements. A mechanism should be devised in order to release changes/ upgrades of software application in a phased manner in the form of version releases. Ideally, there should be a gap of 6-9 months between subsequent releases. This would save effort and re-certification cost for both the parties.

It is recommended that adequate budgetary provisions should be made during the planning phase for the change control. Necessary flexibility should be built in the agreement, so that the NA and the SI do not struggle whenever the need for changes in the application arise.

Any change to extant regulation necessitating a modification of the solution, subsequent to bid submission should form the subject matter of a separate change request.

In case of any change or deviation the difference in payment should be calculated in mutually agreeable way. One of the method for identifying additional payments is Function Point Analysis (FPA), described in section 2.10.6 of this document.

Change Control mechanisms help address issues pertaining to:

- what is considered a change
- Need for a change – business case/justification
- what is the nature/type of change
- what is the possible change impact
- what is the effort estimation to execute the change
- what financial impact does the change carry – if the cost of effort is > 10% of contract value then it's a change

Below is an approach/ framework, which can be followed to better manage Change Requests

2.12.1 What constitutes a Change request

Scope	Any stakeholder of <project> can submit the following types of issues to the change control system: • requests for requirements changes (additions, deletions, modifications, deferrals) in Scope of work (including software) currently under development • reports of problems in current production or beta test systems • requests for enhancements in current production systems • requests for new development projects This change control process applies to baselined work products created or managed by the members of the <project>, including: • software that has been released to production or is in beta test • requirements specifications for <project> • group procedures and processes

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• user and technical documentation

The following work product classes are exempted from this change control process:

• work products that are still under development, except for requirements changes requested in new projects
• interim or temporary work products created during the course of a project
• any work products intended for individual use only

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2.12.2 Institutional structure proposed to implement the Change Control

Role	Description
Change Control Board Chairperson	Chairperson of the change control board; has final decision-making authority if the Client/Government department/Purchaser does not reach agreement; deputes a member from the Board to be the Evaluator for each change request and asks additional member to be the Modifier for each approved change request
Change Control Board/ Government Department/ Purchaser	The group that decides to approve or reject proposed changes for a specific project
Evaluator	The person whom the Client/Government department/Purchaser asks to analyze the impact of a proposed change
Modifier	The person who is assigned responsibility for making changes in a work product in response to an approved change request; updates the status of the request over time
Originator	The person who submits a new change request
Project Manager	The person who is responsible for overall planning and tracking of the development project activities
Verifier	The person who determines whether a change was made correctly

2.12.3 Common communication process for Change Requests

Change Request Status	
Status Changes	A requested change will pass through several possible statuses during its life. These statuses, and the criteria for moving from one status to another, are depicted below/
Notifications	Any time an issue status is changed, the change control tool will send an e-mail

	notification automatically to the issue Originator, the issue Modifier, and/or the Client/Government department/Purchaser , as specified below.

Status to be communicated through weekly communications

1. ***Approved*** : The Client/Government department/Purchaser decided to implement the request and allocated it to a specific future build or product release. The Client/Government department/Purchaser has assigned a Modifier.

2. ***Canceled*** : The Originator or someone else decided to cancel an approved change.

3. ***Change Made*** : The Modifier has completed implementing the requested change.

4. ***Closed*** : The change made has been verified (if required), the modified work products have been installed, and the request is now completed.

5. ***Evaluated***: The Evaluator has performed an impact analysis of the request.

6. ***Rejected***: The CLIENT/GOVERNMENT DEPARTMENT/PURCHASER decided not to implement the requested change.

7. ***Submitted***: The Originator has submitted a new issue to the change control system.

8. ***Verified*** : The Verifier has confirmed that the modifications in affected work products were made correctly.

Figure: State-Transition Diagram for Issue Statuses

Originator submitted
an issue

Submitted

Evaluator performed
impact analysis

Evaluated → Client decided
not to make
the change → **Rejected**

Client decided to
make the change

Approved → Change was canceled; back
out of modifications

Verification
failed

Modifier has made the
change and requested
verification

Change Made → change was canceled; back
out of modifications → **Canceled**

No verification
required; Modifier
has installed modified
work products

Verifier has
confirmed the
change

Verified → Change was canceled; back
out of modifications

Modifier installed
modified work
products

Closed

2.12.4 Procedure to affecting the Change Request

Entry Criteria	• Change control board is established for the project. • Baselined work products exist. • The Originator has submitted a valid issue or change request with all necessary information to the Client/Government department/Purchaser. • The change control tool sets the issue's initial status to Submitted.
Tasks	1. The Client/ Government department/ Purchaser assigns an Evaluator.
	2. The Evaluator assesses the issue as to feasibility, whether it really pertains to the indicated project, whether a reported problem can be reproduced, an estimate of the labor hours needed to implement the change, and so on. In case the change involves new/additional software, the method of calculating the effort should be indicated upfront and may use Functional Point Analysis, Test Point Analysis, Use Case Analysis etc. 3. For a requirement change, use the Impact Analysis Checklist for Requirements Changes, the Effort Estimation Worksheet for a Requirement Change, and the Impact Analysis Report Template. Change status to Evaluated.
	4. The CLIENT/ GOVERNMENT DEPARTMENT/ PURCHASER decides whether the requested change should be made (or the reported problem fixed) at this time, at some point in the future, or not at all. Input should be solicited from others potentially affected by the change before making the decision.
	5. If the change was accepted, the CLIENT/GOVERNMENT DEPARTMENT/PURCHASER assigns a Modifier, sets the status to Approved, enters any explanation in the Response attribute, and schedules the work. The Project Manager negotiates any necessary changes in project commitments with affected stakeholders. Tool sends e-mail to the assigned Modifier and the Originator.
	6. If the change was rejected, the CLIENT/ GOVERNMENT DEPARTMENT/ PURCHASER sets the status to Rejected and enters an explanation of why in the Response attribute. Tool sends e-mail to the Originator and CLIENT/ GOVERNMENT DEPARTMENT/ PURCHASER.
	7. The CLIENT/GOVERNMENT DEPARTMENT/PURCHASER and the Originator determine whether formal verification of the change will be required, following the procedure in the **Verification** section. If so, they select the verification method to be used and the CLIENT/ GOVERNMENT DEPARTMENT/ PURCHASER assigns a Verifier.
	8. The Modifier makes the necessary changes in the affected work products and notifies any other affected parties if corresponding changes need to be made, such as user documentation, help screens, and tests.

	9. The Project Manager updates the project plans, task lists, and schedules to reflect the impact of the change on project work remaining to be done. The Project Manager revises any task dependencies as necessary.
	10. If it becomes apparent during the work that the requested change is not feasible after all, the Modifier notifies the CLIENT/ GOVERNMENT DEPARTMENT/ PURCHASER, who may then set the status to Canceled. The Modifier backs out of any modifications made, restoring the work products to their previous baseline. Tool sends e-mail to the Originator, CLIENT/ GOVERNMENT DEPARTMENT/ PURCHASER, Modifier, and Project Manager.
	11. When the change is completed, the Modifier sets the status to Change Made, updates the issue in the database with appropriate notes in the Response attribute, and enters the hours of effort that were required to make the change in the Actual Hours attribute. Tool sends e-mail to the Originator and CLIENT/GOVERNMENT DEPARTMENT/PURCHASER.
Verification	1. The Modifier notifies the Originator and Verifier (if one was assigned) that the change has been made and makes all modified work products available to the people responsible for verification.
	2. The Verifier performs the agreed-upon verification steps.
	3. If verification is successful, the Verifier sets the status to Verified. Tool sends e-mail to the Originator and Modifier.
	4. If verification is not successful, the Verifier sets the status back to Approved and describes the problem in the Response attribute. Tool sends e-mail to the Originator and Modifier. The process resumes with Task #8.
	5. For a problem report issue or an enhancement request issue, the Modifier installs the modified work product as appropriate and updates the product baseline. For requirements changes, the Modifier updates version numbers on all modified work products per the project's version control procedure, checks them back into the version control system, updates requirements traceability information and requirements status attributes as necessary, and updates the requirements baseline.
	6. The Modifier sets the status to Closed. Tool sends e-mail to the Originator and CLIENT/GOVERNMENT DEPARTMENT/PURCHASER.
Change Control Status Reporting	The CLIENT/GOVERNMENT DEPARTMENT/PURCHASER generates a report at the end of each month summarizing the status of the contents of the change control database. These reports identify all status changes made in the previous month, list the status of all change requests that currently have a status other than Rejected or Closed, and indicate the level of change activity. The project leadership team reviews these reports to determine whether any corrective actions are necessary.
Exit Criteria	o The status of the request is either Rejected or Closed.
	o The modified work products have been correctly installed into the

		appropriate locations.
		o The Originator, CLIENT/GOVERNMENT DEPARTMENT/PURCHASER, and Project Manager have been notified of the current status.
		o Pertinent requirements traceability information has been updated.

2.12.5 Reference Data: Attributes Stored for Each Issue

Field	How Set	Contents
Actual Hours	Modifier	Actual labor hours of effort needed to implement the change.
Financial Impact	Modifier	Whether the change has any financial impact or the vendor has to carry out the activity, as a part of its scope of work
Description	Originator	Free-form text description of the change being requested. This cannot be changed after it is entered. If reporting a problem, enter the exact error message text observed here.
Date Submitted	System	Date this issue was submitted to the tool.
Date Updated	System	Date this issue was most recently updated.
Estimated Hours	Modifier	Estimated labor hours of effort needed to implement the change.
Implementation Priority	CLIENT/GOVERNMENT DEPARTMENT/PURCHASER	Relative importance of making the change: Low (default), Medium, High.
Issue ID	System	Sequence number assigned to the issue.
Issue Type	Originator	Type of change request being created: Problem, Enhancement, Requirement Change, New Project.
Modifier	CLIENT/GOVERNMENT DEPARTMENT/PURCHASER	Person who is assigned responsibility for implementing the change.
Originator	Originator	Originator's name.
Originator E-Mail	Originator	Originator's e-mail address.
Originator Phone	Originator	Originator's phone number.
Originator Priority	Originator	Originator's relative importance of the change: Low, Medium, High.
Planned Release	CLIENT/GOVERNMENT DEPARTMENT/PURCH	Product release number for which this approved change is scheduled, determined by CLIENT/GOVERNMENT DEPARTMENT/PURCHASER.

Field	How Set	Contents
	ASER	
Product	Originator	Name of the product or project in which a change is being requested or a problem reported.
Problem Severity	Originator	For a problem report, set severity of the change (see Table 1). Use N/A if this issue is not a problem report.
Response	CLIENT/GOVERNMENT DEPARTMENT/PURCHASER , Modifier	Free-form text of responses made to the change request. Multiple responses can be made over time. Do not change existing responses.
Status	Originator, Modifier	Update current status of the change request as it moves through the states described in the **Change Request Status** section. Date of status changes and name of user making the update are shown automatically.
Title	Originator	One-line description of the issue.
Verifier	CLIENT/GOVERNMENT DEPARTMENT/PURCHASER	Name of individual who is responsible for verifying that changes were made correctly.

Table 1: Problem Severity Descriptions

Severity	Examples
Minor	Cosmetic problem, usability improvement, unclear error messages; customer can live with the problem (default)
Major	Problem adversely affects product functioning, but a workaround is available; customer will be annoyed; serious usability impairment; problem blocks some testing
Critical	Product does not function at all or crashes; the wrong results are generated; further testing of the application is not possible
Emergency	Anything that requires a change to be made immediately, bypassing the change control process temporarily

2.12.6 How to calculate additional payments in case of Change Request

FPA technique can be used as one of the techniques to calculate additional payments in case of Change Requests.

Introduction to Function Point Analysis:

Function Point Analysis (FPA) is a sizing measure of clear business significance. The FPA technique quantifies the functions contained within software in terms that are meaningful to the software users. The measure relates directly to the business requirements that the software is intended to address. It can therefore be readily applied across a wide range of development environments and throughout the life of a development project, from early requirements definition to full operational use.

In summary, the function point technique provides an objective, comparative measure that assists in the evaluation, planning, management and control of software production. Function Point Counts can be of following types on the basis of kind of project they are applied to:

- **Development Project Function Point Count**
  Function Points can be counted at all phases of a development project from requirements up to and including implementation. This type of count is associated with new development work. Scope creep can be tracked and monitored by understanding the functional size at all phase of a project. Frequently, this type of count is called a baseline function point count.

- **Enhancement Project Function Point Count**
  It is common to enhance software after it has been placed into production. This type of function point count tries to size enhancement projects. All production applications evolve over time. Tracking enhancement size and associated costs can build a historical database for your organization. Additionally, it is important to understand how a Development project has changed over time.

- **Application Function Point Count**
  Application counts are done on existing production applications. This "baseline count" can be used with overall application metrics like total maintenance hours. This metric can be used to track maintenance hours per function point. This is an example of a normalized metric. It is not enough to examine only maintenance, but one must examine the ratio of maintenance hours to size of the application to get a true picture.

The Enhancement Project Function Point Count can be used to calculate difference in payment in case of any change or deviation to project requirements. Function points for change can be calculated and these function points can be used to identify the effort/ cost of enhancement/ change.

Calculation of Productivity using Function Points:

The definition of productivity is the output-input ratio within a time period with due consideration for quality.

Productivity = outputs/inputs (within a time period, quality considered)

The formula indicates that productivity can be improved by:

1) by increasing outputs with the same inputs,

2) by decreasing inputs but maintaining the same outputs, or

3) by increasing outputs and decreasing inputs change the ratio favorably.

Software Productivity = Function Points / Inputs

Effectiveness vs. Efficiency:

Productivity implies effectiveness and efficiency in individual and organizational performance. Effectiveness is the achievement of objectives. Efficiency is the achievement of the ends with least amount of resources.

Software productivity is defined as hours/function points or function points/hours. This is the average cost to develop software or the unit cost of software. One thing to keep in mind is the unit cost of software is not fixed with size. Industry data shows that the unit cost of software goes up with size.

Average cost is the total cost of producing a particular quantity of output divided by that quantity. In this case to **Total Cost/Function Points**. Marginal cost is the change in total cost attributable to a one-unit change in output.

There are a variety of reasons why marginal costs for software increase as size increases. The following is a list of some of the reasons

- As size becomes larger complexity increases.
- As size becomes larger a greater number of tasks need to be completed.
- As size becomes larger there is a greater number of staff members and they become more difficult to manage.

Function Points are the output of the software development process. Function points are the unit of software. It is very important to understand that **Function Points remain constant regardless who develops the software or what language the software is developed in**. Unit costs need to be examined very closely. To calculate average unit cost all items (units) are combined and divided by the total cost. On the other hand, to accurately estimate the cost of an application each component cost needs to be estimated.

- Determine type of function point count
- Determine the application boundary
- Identify and rate transactional function types to determine their contribution to the unadjusted function point count.
- Identify and rate data function types to determine their contribution to the unadjusted function point count.
- Determine the value adjustment factor (VAF)
- Calculate the adjusted function point count.

To complete a function point count knowledge of function point rules and application documentation is needed. Access to an application expert can improve the quality of the count. Once the application boundary has been established, FPA can be broken into three major parts

1   FPA for transactional function types
2   FPA for data function types
3   FPA for GSCs (General System Characteristics)

Rating of transactions is dependent on both information contained in the transactions and the number of files referenced, it is recommended that transactions are counted first. At the same time a tally should be kept of all FTR's (file types referenced) that the transactions reference. Every FTR must have at least one or more transactions. Each transaction must be an elementary process. An elementary

process is the smallest unit of activity that is meaningful to the end user in the business. It must be self-contained and leave the business in consistent state

Steps for Function Point Measurement

FP (Function Points) is a functional measurement method that is suitable for quantifying a software application from the user point of view.

The basic steps involved in function point counting include:

I.   Determine type of count (can be a new development project, an application/ base count or   an enhancement project count).

II. Identify the application scope and boundary (i.e., what transactions and logical files are   included in the measurement?)

III. Count the data function types:

   a) Internal Logical Files or ILFs, which are logical data groups maintained within the application boundary, and

   b) External Interface Files or EIFs, which are used only for reference by the application.

IV. Count the transactional function types:

   a) External Inputs or EIs, which are data entry   processes,

   b) External Outputs or EOs, for example, reports, and

   c) External Queries or EQs, for example, browse order details.

   Several simple matrices based on data element types - DET (user recognizable, non-recursive data fields), together with record element types - RET (subsets of user recognizable data) or file types referenced – FTR (number of logical data groupings required to complete a process) are used to determine the complexity of each function as Low, Average or High.

V.   Determine the value adjustment factor (VAF) based on an equation:

   a. **VAF = 0.65 + (Sum of General System Characteristics x .01)**

   b. The 14 General Systems Characteristics being evaluated on a scale of 1 to 5.

VI. Group the resulting numbers (Unadjusted FP) into Added, Changed, or Deleted functions   sets, and combine them with the Value Adjustment Factor (VAF) to obtain the final number of FP. A distinct final formula is used for each count type: Development Project, Enhancement Project or Application:

   DFP= (UFP+CFP)*VAF

   EFP = [(ADD + CHGA + CFP) * VAFA] + (DEL* VAFB)

   AFP= ADD*VAF

   AFP= [(UFPB+ADD+CHGA)-(CHGB+DEL)]*VAFA

Example

As an example of how this works. This involves two small phases of development on one project. On this project, the developers, project managers, users, technology, and application all remained constant. A relatively formal process was followed, beginning with a requirements phase, which led into development, testing, and final delivery of a portion of an application.

First measurement

Consider a project that was already developing. The project was small, but it was a distributed Java Swing application with an embedded database that runs on Windows, Mac, and Linux platforms, so even though the application itself was small, the degree of complexity was very high.

The first thing to do was finish the requirements documentation and initial prototypes for the application. Once this information was available, including a simple, logical view of the database requirements, the function points could be counted for this project. Let's say, a fairly detailed requirements document was created with a count of 400 FPs.

Skipping a few details here, let's assume that the next thing to do was development of this project. When development was "complete", The number of FPs actually delivered to the users were counted. This was 440 FPs, or a growth from the requirements stage of 11%.

At this point, the development time information was also available. Two developers worked on this project for a total of 540 man-hours. This comes out to be 0.815 FPs/hour (440 FPs divided by 540 man-hours). Had the customer kept a good record of time that users spent testing the application they also could have determined a metric of "Number of testing hours per FP".

Although 540 hours were spent on this project, the real "calendar time" for delivery of the application was 10 weeks. This was because of several periods of down time during the development process. Therefore this project was delivered at the rate of 44 FPs per calendar week.

Depending on cost information is tracked, "Cost per FP" can also be determined.

Second measurement

Because this is an ongoing project, the same steps were repeated on the next phase of project. For summary purposes, here are the steps to be followed:

1. Develop the requirements, including an understanding of the necessary data stores and screens to be developed.
2. Count the FPs.
3. Supplied an estimate of the project cost, assuming another 11% gain in functionality (scope creep) during development.
4. Develop the code.
5. Track the amount of time people spend on the project during development and testing.
6. Count the FPs again.
7. Deliver useful project metrics, including:

    i. Number of developer hours
    ii. Number of testing hours
    iii. Average number of hours per FP

    iv. Elapsed calendar time, which yields something like "Number of calendar days per FP" or the converse of "Number of FPs per calendar day". This occurs when there is down time in a project, or when development resources are not fully dedicated to the project at hand

    v. Development cost per FP

    vi. Testing cost per FP

    vii. Overall cost per FP (including other time for management, documentation, etc.)

    viii. The ratio of Requirements time to Development time, and other similar ratios

Note that Step 3 in this example is "estimate of the project cost". Because we have the same developers, users, and managers working on a different part of the same project, it is assumed that the project velocity for new phase will be the same as earlier phases.

Now, if any of these factors changes, same information can be used for estimates, but the estimates may somewhat vary.

Another factor the Purchaser will be able to measure is the impact of new technology and tools on development costs. It is possible that even if the size (amount) of functionality delivered to the customer is equivalent, the technology used to deliver the applications is different, thus the web applications are much less expensive.

2.13 Deemed Acceptance

Purchaser's acceptance to the deliverables or SLA and performance reports is extremely important. The Purchaser /Government Department is required to approve and sign off all above mentioned project outputs from the Systems Implementation Agency/ Partner so that other timelines and deliverables/ project outcomes are not adversely affected/ delayed.

It is within the frame of things that the Purchaser / Government Department should approve sign offs within <15 working days> from the submission of those deliverables or SLA and performance reports. The Purchaser   should ensure that it provides the following to the vendor:

- Stakeholders/ Approvers involved in deliverable, project output
- Deliverable details and its impact/ strategic outcome
- Deliverable Timeline calendar with alerts to all Stakeholders/ Approver
- Sign off timeline calendar with alerts to all Stakeholders/ Approvers

In case the Purchaser / Government Department fails to respond and provide feedback on above stated submission, the deliverables or SLA and performance reports will be DEEMED ACCEPTED.

The Purchaser / Government Department shall not force the bidder, post the elapse of the <15 days> approval period, to rework on the said project outputs/ outcomes. However in case the Purchaser confirms to the vendor with an alternative date, then that date would hold valid for the deemed acceptance.

Any subsequent rework post acceptance/ deemed acceptance would form the subject of a formal "Change Control/ Change Request", which has been detailed in Section 2.12 of this document.

2.14 Dispute Resolution / Arbitration process

The objective of any contract's dispute resolution mechanism is generally to achieve a workable business solution between the contracting Parties, before resorting to formal procedures, such as arbitration or litigation. The Purchaser and Bidders should attempt to resolve issues prior to getting caught in legal issues.

There are various steps of informal dispute avoidance and resolution procedures. These may be considered for including in the contract agreement.

2.14.1 STEP 1: Internal Escalation

The Parties should attempt to resolve disputes between themselves. If an issue cannot be settled under a more formal structure for the Parties to attempt to resolve their differences.

The major difference between this provision and the Project Management Procedure is that the Project Management Group is in place and holding periodic progress meetings as a forum in the project for avoiding disputes throughout the Contract Period, whereas the people involved in the internal escalation procedure may be brought in to the project to decide a pre-existing issue between the Parties ("Dispute").

The internal escalation procedure works by escalating the Dispute through various levels within the Purchaser , and corresponding levels within the Vendor's organization, starting with the Parties' Representatives, then the project team leader and the Vendor's counterpart, then a member of the Purchaser 's Executive Board (or equivalent) and a director of the Vendor. The intention behind this internal escalation Clause is that if the Dispute cannot be resolved at a lower level, a more senior person will be able to take a strategic view.

The success of such internal escalation can work only when both the parties are represented by people who can take decisions including those of Financial in nature. This may be a challenge for a Purchaser to take financial decision in such a meeting, hence such meetings should involve pre-work, from both the parties which should involve the following :

1. Understanding the key reason for the dispute and the responsibility. The potential reasons should be attributable to the Vendor OR Purchaser OR both depending on the understanding of the information provided in the RFP document, Proposal and subsequent instruction/ decision.
2. The commitments made by the Purchaser either in the RFP document or in project meetings earlier
3. The commitments and assumptions made by the vendor in their proposal

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

Based on the above, both parties should attempt as a resolution.

If internal escalation does not resolve the Dispute, the Parties can either agree to mediation (see below) or proceed directly to Adjudication/Expert Determination or Arbitration.

The Parties must arbitrate the Dispute if it relates to Changes and Change in Law, Security, Compensation on Termination, unless they agree to resolve the Dispute using Adjudication/Expert Determination.

Arbitration is not used for other types of Dispute as it is generally a more complex, costly and lengthy process than Adjudication/Expert Determination and its additional features are not needed for these other types of Dispute which will be decided by Adjudication/Expert Determination if they are not resolved by internal escalation or mediation.

2.14.2 STEP 2: Mediation

If the Parties cannot reach agreement using the internal escalation provisions within 20 Business Days of any internal escalation meeting, the next step may be for the dispute to be referred to mediation. Mediation is, however, not a binding step in the Dispute Resolution Procedure and can only be undertaken on a consensual basis.

Mediation is a process whereby an independent mediator seeks to facilitate a settlement, but he will not make a decision. Instead, the mediator hears the Parties' arguments and tries to make sure they consider their commercial interests and deal with what is necessary to achieve a settlement. As mediation is (in effect) a form of subtle diplomacy, the co-operation of the Parties to the process is necessary – a mediator cannot compel either Vendor or the Purchaser to do anything they do not wish to do.

If mediation fails, or the Parties do not agree to mediate, the next step to resolve the Dispute is either Adjudication/Expert Determination or Arbitration, depending on the nature of the Dispute.

2.14.3 STEP 3: Adjudication/ Expert Determination

Adjudication/Expert Determination is similar to arbitration in that a single person decides the Dispute, but the procedures are less complex than for arbitration and the costs of deciding the Dispute are therefore likely to be lower.

Adjudication/Expert Determination is contractual adjudication, which differs from the statutory adjudication imposed on the Contractor by the Housing

Expert determination is a procedure in which a dispute or a difference between the parties is submitted, by agreement of the parties, to one [or more] experts who make a determination on the matter referred to it [them]. The determination is binding, unless the parties agreed otherwise.

Notable features of expert determination are:

i.   **Expert determination is consensual:** Expert determination can only take place if both parties have agreed to it. In the case of future disputes/differences arising under a contract, the parties insert an expert determination clause in the relevant contract. An existing dispute/difference can be referred to expert determination by means of a submission agreement between the parties. In contrast to mediation, a party cannot unilaterally withdraw from expert determination.

ii.   **The parties choose the expert(s) with relevant expertise:** The parties can select an expert together. If the parties have not agreed on the person of the expert or on a different procedure for appointing the expert, the expert will be appointed by the Center after consultation with the parties. The Center has access to experts with specialized knowledge relevant to intellectual property issues in a broad range of technical and business areas. This allows the Center to propose and appoint the appropriate experts for the matter referred to.

iii.   **Expert determination is neutral and flexible:** In addition to their selection of an expert with appropriate qualifications, the parties are able to choose such important elements as the language of the expert determination or the place of any meeting.

iv.   **Expert determination is a confidential procedure:** Subject to specifically defined exceptions, the confidentiality of the existence of the expert determination, any disclosures made during that procedure, and the resulting determination.

v. **The determination of an expert is binding, unless the parties agree otherwise:** In principle, the determination of an expert is binding and as such it has contractual effect between the parties. Alternatively, by party agreement, the determination may have effect as a recommendation to the parties.

vi. **Expert determination is a flexible procedure:** Expert determination can operate on a more informal and expeditious manner than broader processes such as arbitration. Expert determination may be used on a stand-alone basis or in connection with an arbitration, mediation or court case.

2.14.4 STEP 4: Arbitration

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.

Mediation: It is proposed that MeitY consider empanelment of expert Mediators having experience of delivering Technology Projects in the Government and Private sector. These mediators would be in a better position to resolve Government and Industry concerns being aware of the peculiarities of large scale IT implementation.

Arbitration: Alternatively, creation of an expert Tribunal on the lines of "Income Tax" tribunal to resolve the issues related with IT procurement. The tribunal should comprise of an expert panel having people from technology and finance can be constituted for resolving IT procurement Issues.

2.15 Termination

The intention of the parties to the Contract should be that it will run its full course and terminate on the Expiry Date of the contract, but the Contract must deal comprehensively with the consequences of early termination. The Contract should specify precisely what compensation is payable if it is terminated early. The amount of compensation payable will depend on the reason for termination. Early termination can be caused by Purchaser Default or Vendor Default.

2.15.1 Termination for Convenience (Optional)

The general rule is that neither party to a contract may avoid performance of its duties to the other unless the other party first materially breaches the contract. For example, a vendor may not refuse to perform its work under a contract unless the Purchaser does something that would constitute a material breach, such as failing to make payments in accordance with the agreed upon payment terms. Similarly, in the absence of a material breach by a vendor, a Purchaser cannot simply terminate and pay the vendor only for the work performed up to the date of cancellation.

The Termination for Convenience contract clause is a provision that entitles usually one party to a contract to terminate it at any time without any liability for damages the other party might suffer as a result of the termination. This clause significantly increases the risk perception of bidders and accordingly must be sparingly used.

2.16 Escrow Agreement (Optional)

Escrow is typically requested by a Purchaser, to ensure maintenance of the software. The software source code is released to the Purchaser if the System Integrator files for bankruptcy or otherwise fails to maintain and update the software as per the agreement signed.

This is an optional mechanism. Source code is the sequence of logical statements and operations written in a human-readable computer programming language that controls the processing of data and the functionality of software. The source code itself can be hundreds of thousands of lines of code and is normally designed and written by software programmers in programming languages. When completed, the source code is compiled into "executable code" that can be downloaded, installed and run on a computer. However, with only the executable code, customers have no ability to see how the software is processing data or performing functions and, for the most part, have no ability to change the operation of the software.

Because repairing problems or changing functionality is only possible with the source code, the escrow of source code is common in large software transactions involving custom developed or operationally critical applications. In a source code escrow arrangement, the source code and documentation are held in escrow by a trusted third party, the escrow agent. **The source code and related documentation are to be released upon the occurrence of a "release event" such as the software developer filing bankruptcy or failing certain obligations under the license.**

Following a release event, the promise of a source code escrow is that the customer can obtain the code to maintain the software without the original developer. This maintenance involves fixing bugs, ensuring compatibility with other system upgrades and adding the functionality required in the customer's changing business.

Software maintenance is essential to enterprise applications. Because the customer has no assurance that the software developer will always be around to perform software maintenance, and since such maintenance cannot be performed without the source code, escrow is considered a necessary part of certain software deals.

The service provided by the escrow agent – generally a business dedicated to that purpose and independent from either party – consists principally in taking custody of the source code from the licensor and releasing it to the licensee only if the conditions specified in the escrow agreement are met.

Inclusion of a provision for escrow adds to the procurement cost, as the escrow agent is paid an annual fee for maintenance of the Escrow. An Escrow clause must be retained in the Agreement when the continued operation and maintenance of custom software is critical and there is an apprehension of the

licensor becoming unable to do so, for reasons such as bankruptcy. The licensor, however, will often be unwilling to agree to this, as the source code will generally represent one of their most closely guarded trade secrets.

2.17 Resale of Network Bandwidth

When Purchaser wants to delegate procurement of network to the System Integrator, then a Tripartite Agreement can be signed between Purchaser, System Integrator and ISP. This would ensure adherence to TRAI guidelines on 'Resale of Bandwidth'. A template for Tripartite Agreement has been provided in model RFP for System Integrators.

2.18 Intellectual Property Rights

There may be multiple approaches to ensure fair usage of Intellectual Property Rights, as mentioned below:

a) Products and fixes: All products and related solutions and fixes,   shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall remain with the product owner. Implementation Agency should be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Purchaser for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

b) Bespoke Development: The Intellectual Property Rights (IPR) rights for any bespoke development done during the implementation of the project must lie   with the Purchaser. The "Policy on Collaborative Application Development by Opening the Source Code of Government Applications", notified by Ministry of Electronic and Information Technology, Government of India, in the Gazette of India on 6th May 2015, must be adhered.

3   Appendix

3.1   Hardware Specifications

The Hardware Specifications can be given in the following manner:

1. Entry Level Enterprise Desktop

Minimum level unit for Administrative areas which will be using the computer to access several applications at a time, including word processing, spreadsheets, e-mail, WWW browsing, and Web based applications.

- Appropriate memory and processing speed for selected operating system
- Adequate hard disk space for various MS Office applications and file storage
- Video card capable of web conferencing, streaming media, and e-learning applications
- Small form factor desktop case
- USB optical mouse and keyboard
- DVD-RW/CD-RW (Double Layer) Drive
- Media card reader
- selected sizes of Flat panel Display
- Operating system

2. Mid-Level Desktop

Moderate level system in which several applications will be accessed/open at one time, including word processing, spreadsheets, e-mail, WWW browsing, local Web based applications, web conferencing, data manipulation, simulations or in a multiple use Academic Lab environment.

- Appropriate memory and processing speed for selected operating system and MS Office Enterprise
- Adequate hard disk space for numerous academic software applications
- Video card (if required) capable of web conferencing, streaming media, internet-based virtual worlds, and e-learning applications
- Small form factor desktop case
- USB optical mouse and keyboard
- DVD-RW/CD-RW (Double Layer) Drive
- Media card reader
- selected sizes of Flat panel Display
- Operating system

3. High-Level Desktop

Bringing in more specificity
Specifications should be vendor neutral and should emphasize on the required performance on industry standard benchmarks.
For example :

The DeskTop should have latest generation quad core or more core 64-bit processor. The processor should be fully binary compatible to 32-bit applications. A quad core or more core on a single die/socket will be treated as a single processor. The desktop should have at least 4GB RAM.

Power Consumption:
System should be Energy Star5 compliant. Vendor should quote the ideal, and benchmark running condition power consumption.

Chipset: Latest Generation compatible chipset.

Bringing in more specificity

Blade Servers

Processor: The server should have two numbers of quad or more core 64-bit processor. The processor should be fully binary compatible to 32-bit applications

Chipset: Latest Generation compatible chipset

Memory: RAM should be at least 4 GB DDRIII 1600 MHz or higher SDRAM Memory with ECC expandable up to <xx> GB.

Power Consumption: Vendor must quote the max power consumption for the server.

Database Servers
Processor : Minimum x no of latest generation 64-bit multi-core processors. The server should be capable to achieve a performance of estimated tpmc/OLTPM of X.XX M (million). The estimated tpmc/OLTPM should be certified by the OEM Vendor through linear correlation to public benchmark. The performance should be either on Oracle/DB2/SQL.

Scalability: Server should be expandable to "y" no of processors.

Chipset: Latest Generation compatible chipset

Memory: xx GB DDRIII xxxx MHz or higher SDRAM Memory with ECC expandable up to xx GB.

For the power user utilizing applications requiring intensive computational power including Autodesk applications, statistical analysis, game development, and multimedia production

- Autodesk Certified Hardware
- Appropriate memory and processing speed for selected operating system,
- Autodesk applications, and video editing software
- Adequate hard disk space for numerous academic software applications
- Video card capable of web conferencing, streaming media, internet-based virtual worlds, and Autodesk applications
- Tower case
- USB optical mouse and keyboard
- DVD-RW/CD-RW (Double Layer) Drive
- Media card reader
- selected sizes of Flat Panel Display
- Operating system

4. Consumer Desktop

Consumer model desktop computer suitable for student and employee purchase programs, areas where manageability is not required, or where reducing cost is critical. This model is exempt from the 10 month lifecycle requirement, 24x7 support accessibility, and extended warranty requirements

- Appropriate memory and processing speed for selected operating system and general consumer applications
- Adequate hard disk space for various applications and file storage
- Integrated video capable of supporting consumer applications
- USB optical mouse and keyboard
- DVD-RW/CD-RW (Double Layer) Drive
- Selected cases
- selected sizes of Flat panel Display
- Operating system

5. Lightweight/Portable Notebook

A lightweight wireless notebook to be used for conferences, field studies, telecommuting or for multimedia classroom presentations

- – Appropriate memory and processing speed for selected operating system and MS Office Enterprise
- – Adequate hard disk space for various Office applications and file storage
- – Video card capable of web conferencing, streaming media, and e-learning applications
- – Touchpad
- – DVD-RW/CD-RW (Double Layer) Drive
- – Media card reader
- – Range of of Active Matrix Display sizes
- – Trusted Platform Module
- – 8-Cell Lithium Ion battery w/ 1 Yr. limited battery warranty
- – Integrated Ethernet Adapter
- – Integrated 802.11a/b/g wireless networking

6. Ultra-lightweight portable:
- – Appropriate memory and processing speed for selected operating system and MS Office Enterprise
- – Under three pounds with battery
- – Range of display sizes
- – Integrated Ethernet 802.11a/b/g wireless
- – Adequate hard disk space for MS Office applications and file storage
- – Multi-media care reader

7. Convertible/Tablet

A convertible tablet notebook for instructors wanting the option to take handwritten notes directly to the screen without losing the functionality of the conventional notebook

- – Appropriate memory and processing speed for selected operating system and MS Office Enterprise
- – Adequate hard disk space for various MS Office applications and file storage Video card capable of web conferencing, streaming media, internet-based virtual worlds, and e-learning applications
- – Touchpad
- – DVD-RW/CD-RW (Double Layer) Drive
- – Media card reader

Contd.

Licensing Requirement:
Here either you can mention the number of licenses or you can ask OEM to quote the number of license required for your DB application.

Server RAS Features:
Hot Swappable components: disks, power supplies and fans. Server should be able to Recover from Single/double DRAM Device Failure. Max up-time in percentage should be quoted by the OEM.

– Range of Active Matrix Display sizes
– Trusted Platform Module
– 8-Cell Lithium Ion battery w/ 1 Yr. limited battery warranty
– Additional Executive Stylus Pen
– Integrated Ethernet Adapter
– Integrated 802.11a/b/g wireless networking

8. Desktop Replacement

Notebook computer to be used as primary computer in place of a mid- to high- level desktop/tower unit, Convertible tablet optional

– Appropriate memory and processing speed for proposed operating system and MS Office Enterprise
– Adequate hard disk space for various MS Office applications and file storage
– Video card capable of web conferencing, second monitor support, streaming media, internet-based virtual worlds, and Autodesk applications
– Touchpad
– DVD-RW/CD-RW (Double Layer) Drive
– Media card reader
– range of Active Matrix Display sizes
– Trusted Platform Module
– 8-Cell Lithium Ion battery w/ 1 Yr. limited battery warranty
– Additional Executive Stylus Pen
– Integrated Ethernet Adapter
– Integrated 802.11a/b/g wireless networking

9. Thin client category hardware of various levels

– 533 Mhz to 1.2 Ghz or greater processor up to 1 Gb onboard memory
– USB Connectivity for peripherals
– Optical keyboard and mouse
– Video splitter (optional)

10. Enterprise Class Servers

Rack mount and tower servers used for a wide variety of applications from small applications to high-end database servers

– Single to multiple socket systems
– SAS Drive Capabilities
– High Capacity Internal Storage Capabilities
– High End RAID Card Support
– Redundant Power Supplies
– Windows and VMware Certifications

– Optional Extended Warranties with Onsite Support

11. Enterprise Class Storage Products

Storage products ranging from directly attached storage to enterprise class storage area networks for a variety of applications.

– Directly attached storage products
– Mid-range SANs
– Enterprise SANs
– Network Attached Storage
– Fiber channel products
– SATA and SAS technology
– Mirroring and Disaster Recovery Capabilities
– Optional Extended Warranties with Onsite Support

Equipment proposed in this category must support the current version of one or more of the following operating systems: Windows desktop, Windows Server, Apple OS, or a Unix/Linux variant.

Equipment proposed in this category must be Energy Star compliant. EPEAT (Electronic Product Environmental Assessment Tool) status should also be readily available.

Insofar as other products operate directly with the equipment proposed, vendors may also respond by offering printers, monitors batteries, cases, docking stations, disk arrays, and other closely related computing equipment.

Although there are cases where other equipment (such as cameras or televisions) may be connected to the proposed computer hardware (typically by a USB connection), we are not generally interested in this sort of device, except where it may supplement an order for more basic computer hardware. This said, recognizing that institutions in the <PURCHASER > region have broad needs we encourage Respondents to include broad product offerings.

Similarly, there may be interest among several of <PURCHASER > members to purchase certain services to augment their hardware purchases. Services would include imaging; staggered delivery; asset tagging; asset recovery among others.

3.2 Initial Training after Implementation of the New Application System

Sr. No.	Training	Purpose	Participants	Minimum Duration	To be Completed by
1.	Sensitization Training	Sensitization towards: e-governance, The initiative underway, Roadmap for the project, The impact and benefits envisaged etc	All Departmental Employees from Record Keeper and above Maximum strength per batch: 25 Training to be provided at least at the Head Office and in each District Office	At least 1 day per batch	Within 1 month from Date of Signing of Contract with the Selected Bidder (SV)
2.	Project Management Training	This training is suggested for all functionaries of the department who have a major role to play in the effective management of e-Governance initiatives. This training would cover 1. Soft skill development, 2. Preparing action plans, 3. Project monitoring w.r.t milestones set, 4. Vendor Management	Top Management: and above Maximum Strength per Batch: 10 Training to be provided at each division	At least 5 days for each batch	Within 1 month from Date of Signing of Contract with the Selected Bidder (SV)
3.	Training on new business processes	Training to all employees on 1. Redesigned processes, 2. Departmental reengineering, 3. Organizational changes within the department, 4. New roles and responsibilities of employees	Record Keeper and above. Maximum Strength per Batch: 25 Training to be conducted at least at the Head Office and at each division office for the staff of the entire division	At least 3 days for each function. Also includes Web-Portal, Helpdesk application etc	Atleast by the time the proposed system goes live at that location
4.	Hands on Training on usage of different modules/	1. Training on new application 2. Training to all Field Staff on all modules			

Sr. No.	Training	Purpose	Participants	Minimum Duration	To be Completed by
	Functions of the Software Application				
5.	Basic Computer Skills	Extensive hands-on training on 1. Computer awareness, 2. Basics of hardware/ Networks 3. Basics of trouble shooting, 4. Internet, email and Office applications.	Record Keeper and Above Maximum Strength per Batch: 25 Training to be conducted at least at the Head Office and each Division Office for the staff of that division	At least 5 days per batch	Before the training on the Application
6.	Specialized Technology Training	The key technology resources within the department will have to be trained on specialized technology skill like 1. Database management, 2. Network and server management, 3. Troubleshooting etc. There will be an yearly refresher course by the SI	Department nominated staff who will handle the technical aspects, IT infrastructure required for the working of the software application. Maximum Strength per Batch: 5 Training to be conducted at least at the Head Office	At least 5 days per batch	Atleast by the time the proposed system goes live at that location

Re-Training to Staff

a. Every time the Application undergoes a significant change (addition of new module, new process etc), the vendor will be required to train all staff affected by the change. For all enhancements/amendments made to the application (major / minor), the vendor will be required to provide the updated /revised user manual and online help to all users affected by the change.

b. Such training will have to be conducted at least by the time such a change goes live

c. Such training will have to be conducted at all relevant departmental locations.

3.3 Site Selection & Preparation: For Existing Sites

Site preparation for various locations:

I. **Setting up of Local Area Network:** Implementation Agency will be required to set of Local Area Network in <Locations>. This would involve, but not limiting to laying down the structured cabling using CAT-6 UTP cable, crimping of cables, creation of patch panels, proper fixing of LAN cables in PVC conduits or raceways along with all the necessary accessories. IA shall be responsible for testing and certifying the structured cabling at each location and finally commissioning the LAN by installing all the network components (active and passive) to fully support the functioning of solution in the location.

II. **Electrical Cabling and Earthing Requirements:** This includes Point wiring to be done using ISI approved PVC Conduit / Casing Capping, 1.1 KV grade 2.5 square meter FRLS Cu, supply and installation of switch, socket, and all necessary hardware & accessories.

III. **Adequate power Points**: IA is expected to ensure adequate power points with proper safety in adequate numbers at all the site.

IV. **Adequate Furniture and Computer Workstations:** In addition to the above Supply and fixing of furniture like computer tables, chairs and other item shall be carried out to ensure successful site preparation and installation at every access location. Implementation Agency to provide at the minimum at all locations one computer table and one chair to be supplied against each Desktop computer provisioned and one Storage cum top for Printers/ Multi-functional device

Procurement, Deployment and Commissioning of IT Infrastructure at the client site locations (Sites with up to 10 computers)

The premises for offices will be provided by the department at respective locations. Implementation Agency will be responsible to procure, install and commission the infrastructure required across various stated/agreed locations. At each such location the following shall be carried out:

1. Supply of the hardware, software, networking equipment, UPS, DG set to the location as per the requirements
2. Ensure adequate number of power points with proper electric-earthing (In case the adequate number is not there, Implementation Agency shall be responsible for undertaking this exercise of providing adequate number of power points with proper electric-earthing)
3. Network Connectivity - Ensuring last mile connectivity and testing. (At some locations SWAN may be available, Implementation Agency may propose to use the existing SWAN connectivity or implement VPN over broadband.
4. Installation, Testing and Commissioning of UPS, DG-Set13
5. Physical Installation of all the equipment such as Desktops, Printers, Scanners/ MFP, Network devices including Switch- Connecting peripherals, Digital Pen, etc.

6   Operating System Installation and Configuration for desktops and servers at all locations

7   Installation of Antivirus and all other support software/ drivers, if any

8   Configuring the security at the desktops, switch and broadband connection routers

9   Network and browser Configuration

10 Test accessibility and functionality of application from the desktops

11 Ensuring all the systems required are supplied, installed, configured, tested and commissioned and declaring the site to be operational.

In addition to the above, supply and fixing of furniture like computer tables, chairs and other items shall be carried out to ensure successful site preparation and installation at every location

It shall be the responsibility of the Selected Implementation Agency to bring all the installation equipment's and tools required for the aforementioned all activities. Application will be accessed and used at various access locations.

In terms of procuring, installing and commissioning of the infrastructure required at each of the locations, statewide, following would be the responsibilities of the Implementation Agency:

i.   The Selected Implementation Agency shall be responsible for end-to-end implementation and shall quote and provide/supply; any items not included in the bill of materials but required for successful commissioning of the project, <Purchaser > shall not pay for any such items, which have not been quoted by the Selected Implementation Agency in their bid but are required for successful completion of the project.

ii.   The selected Implementation Agency would be responsible for delivering the equipment to all the respective locations.

iii. The Selected Implementation Agency shall supply all the installation material/ accessories/ consumables (e.g. screws, clamps, fasteners, ties anchors, supports, grounding strips, wires etc.) necessary for the installation and commissioning of all the systems.

iv.   The selected Implementation Agency has to prepare and submit a state wide delivery report including details of components supplied in each office. The delivery report would be validated and sign-off would be provided by the Nodal Officer.

v.   Bidder shall be responsible for taking care of any geography specific requirements.

vi.   Selected Implementation Agency shall be responsible for providing all the necessary support for undertaking the exercise of acceptance testing for IT Infrastructure provided at all the locations. Any equipment(s) found unaccepted by <Purchaser > during acceptance testing shall be replaced by new accepted equipment(s) at no additional cost to <Purchaser >.

vii. Selected Implementation Agency shall be responsible for providing all the aforementioned infrastructure with a warrantee and AMC.

Illustrative Scope of Work for Site Preparation

[An illustrative site preparation work is provided below. It may be noted that the actual may be different, as per the situation. The point highlighted here is the specificity with which the site preparation specification should be written. Moreover these specifications are for locations where typical 5-10 computers are placed without any further complexity. If the site has some more complexity, the guidelines mentioned above should also be used to define the Scope of Work]

UTP & Structured Cabling:
- The cabling material shall be supplied, laid tested and commissioned in accordance with specifications and site requirements.
- All the cabling shall run through PVC conduit / Casing Capping of suitable size of ISI standard.
- Separate PVC conduits or Casing Capping shall be used for electrical and data cabling.
- Laying of Cables- Cables shall be laid by skilled and experienced workmen using adequate equipment to minimize stretching of the cable.
- All terminations should be carried out according to the manufacturer's instructions and guidelines and standards of generic cabling systems. When terminating outlets, care must be taken to avoid damaging the copper cores when stripping back the outer sheathing.
- Testing and Documentation: Testing of each node should be done as per manufacturer standards and the final report should be submitted.

UTP COMPONENTS:
- SI must make sure that the system should Meet or exceed TIA/EIA 568 B-2 specifications of Category-6 as a system.
- All performance parameters -Attenuation, Pair -to-Pair and power sum NEXT, Pair And Power sum ELFEXT, Return Loss and Delay skew should be tested for 100m Channel as well as 90m permanent Link.
- It should be a single OEM solution and should ensure optimum system performance.
- There should not be any Impedance mismatch problems among components of the cabling system.
- The complete system should be tested up to 600 MHz for all the test parameters to ensure the end-to-end system performance.

Specification-cum-Compliance Sheet:
- Type : Unshielded Twisted Pair, Category 6, ANSI/TIA/EIA 568-B.2.1
- Conductors : 24 AWG solid bare copper
- Insulation : Polyethylene/Polyolefin
- Jacket : Flame Retardant PVC
- Approvals : UL Listed and ETL verified to ANSI/TIA/EIA 568-B.2.1 Cat 6
- Operating temperature : -20 Deg. C up to +60 Deg. C
- Frequency tested up to
- 600 MHz

- Delay Skew 25ns-45ns / 100m MAX.
- Impedance 100 Ohms + / - 6 ohms

CAT – 6-Patch Cord (1-Meter)

- Scope: Scope of 1 meter Patch cord is to get connectivity between patch panels to switch. System
- Integrator has to provide proper connectivity via Cat-6 Patch Cord (1 Meter) and must make sure it
- will be proper dressed in rack and function properly.
- Length : 3 Feet
- Conductor : 24 AWG 7 / 32, stranded copper
- Cable Type : UTP CAT 6 ANSI/TIA/EIA 568-B.2.1
- Plug Protection : Matching colored boot to maintain bend radius
- Warranty : 20-year component warranty
- Category : Category 6
- Terminals : Phosphor Bronze with gold plating
- Jacket : PVC
- Insulation : Flame Retardant

CAT – 6-Patch Cord (2 Meters Length)

- Scope: Scope of 2 meters Patch cord is to get connectivity between IO to desktop/Printers. System
- Integrator has to provide proper connectivity via Cat-6 Patch Cord (2 Meters) and must make sure it
- will function without any interruption.
- Specification-cum-Compliance Sheet:
- Length : 7 Feet
- Conductor : 24 AWG 7 / 32, stranded copper
- Cable Type : UTP CAT 6 ANSI/TIA/EIA 568-B.2.1
- Plug Protection : Matching colored boot to maintain bend radius
- Warranty : 20-year component warranty
- Category : Category 6
- Terminals : Phosphor Bronze with gold plating
- Jacket : PVC
- Insulation : Flame Retardant

Specification-cum-Compliance Sheet for Furniture Required
Computer Table (Size: L <length, mm> x W <Width, mm> x H <Height, mm>)

1. Top: Size **L <length, mm> x W <Width>** made of <thickness, mm> thick pre-laminated medium density fiber (MDF) board ISI Marked (IS: 14587-1998). The top shall be firmly screwed on <Length X Width X Height mm> square tube frame.

2. Upper side of laminated board shall be in natural teak shade while the bottom side shall be white/cream shade.

3. Sliding key Board tray: A Sliding key Board tray shall be made of <thickness, mm> pre laminated medium density fiber board of size <Length X Width> mm. The gap between top and tray shall be <gap, mm>. Key board tray shall slide smoothly on sliding channel duly powder coated having nylon roller arrangement.

4. The storage shelve for CVT: A storage shelve made of < mm> particle board shall be provided along with the length of the table at bottom about < mm> above from the ground level. Shelves shall be screwed on frame work of <Length X Width X Height mm> mm square tube. The shelve shall be covered from back side with 18mm pre-laminated medium density fiber board as shown in drawing.

5. Steel Structure: The rigid steel structure shall consist of two nos. rectangular base tubes of size <Length X Width X Height mm> mm about < mm> length placed along the width on vertical tubes of size <Length X Width X Height mm> shall be welded for fixing up of side panels. A supporting frame of <Length X Width X Height mm>   square tube shall be welded on the top of the tubes for the side panels as shown for supporting the top of the table.

6. The base tube shall be provided with adjustable shoes 2 nos. on each side.

7. Painting: Complete frame of tubes shall be powder coated with minimum thickness of < microns> coating..

Printer Table (Size: L 610 x W 610 x H 660 mm)
1. Shelves : < no.> made of <mm> thick pre-laminated Medium Density Fiber Board(MDF) ISI marked (IS 14587 – 1998)
2. Top shelve size <length x width mm> for placing printing unit.
3. Middle Shelve size <length x width mm> for placing feet on stationary.
4. Bottom shelve size <length x width mm> for collecting print out.
5. The top faces of the shelve shall be natural teak wood shade.
6. The bottom faces shall be in plain white/cream shades.
7. Structure: The structure shall be made from square and rectangular steel tubes duly welded finished and powder coated.

8. The horizontal tube <length x width mm> x1 mm thick <length m> long shall be welded over vertical tubes < mm> off the center width /depth wise.

9. Panels made of <thickness> mm pre laminated particle board shall be screwed rigidly between vertical tubes on both sides.

10. Two nos. bottom support tubes <Length X width> x1.25mm thick shall also be provided with two nos. of adjustment shoes.

11. A rectangular slot of size <Length X width> mm shall be provided on top shelve along with length for feeding stationary as shown in figure. A slot shall be covered with PVC insertion for safely of paper.

12. The ends of bottom and top shall be plugged with PVC/ plastic caps.

13. Painting: Complete steel structure shall be pretreated and powder coated with minimum thickness of <thickness> microns coating.

3.4 Site Selection & Preparation: For New Sites

When site preparation requirements for a computer/server room are prepared, it is important to understand the infrastructure to be installed and the physical environment in which it will operate. The following information must be sought
– Weight and dimensions of the computer equipment
– Electrical requirements of the computer equipment
– Total heat dissipation and cooling requirements of the computer equipment
– Types of signal cables
– Equipment footprint with clearance for maintenance and operation.

The followings are to be considered for site selection:
a. The computer room should be located away from the exterior walls of the building to avoid the heat gain from windows and exterior wall surfaces.
b. In case, exterior windows are unavoidable, windows that are double- or triple-glazed and shaded should be used to prevent direct sunlight from entering the computer room
c. The computer room should be maintained at a positive pressure relative to surrounding spaces.
d. There should be sufficient floor loading capability for computer equipment
e. A vapor barrier should be installed around the entire computer room envelope to restrain moisture migration. All pipes and cables that penetrate the envelope should be caulked and vapor sealed
f. Uniform room air distribution system should be maintained in the computer room
g. To avoid contamination, the site should be located away from heavy industries and areas with corrupted air.
h. The computer room should not be on top floor or ground floor or the basement of the building to avoid solar heat absorption or flooding.
i. The computer room should be away from dangerous goods storage, mechanical shock, excessive vibrations and high fire and water risks areas.
j. To eliminate the effect of electromagnetic interference, the computer room should be located away from generator room, lift plant room, or in some cases, the radar or telecommunication control rooms.
k. There should be minimum access by general public and irrelevant personnel to the computer room.

[An illustrative Site Preparation Scope of Work for design considerations for a new site is provided here for your enhanced understanding. It may be noted that the actual may be different, as per the situation. The point highlighted here is the specificity with which the site preparation specification should be written. Moreover, these specifications are for locations

where typical 5-10 computers are placed without any further complexity. If the site has some more complexity, the Guidelines mentioned above under this section should also be used to refine and define the Scope of Work]

A. Fitting out Requirements

All materials to be used in the computer room should be non-combustible, self- extinguishing or fire retardant and have the properties of smooth surface finishing and non-dust shedding. Any pipes and ducts not serving the computer room should be removed.

Walls/Partitions – In the computer room, rigid floor-to-ceiling perimeter walls/partitions having 2-hour fireproof rating should be erected.

Internal Partitions - Partitions inside computer room may be built to the headroom height. Consideration for ample air circulation has to be made. Half-glazed partitions are recommended for partitions inside the computer room. Double-glassed partitions for noise reduction may be considered for printer area.

Wall Finishing - Internal walls are to be finished smoothly with emulsion paint or vinyl wall papers. Finishing of light color can enhance the illumination of the computer room.

Kerb - Concrete kerb of floor void height is required to be built along perimeter walls of the computer room and around the piping of air-conditioning equipment to prevent water penetration to and from the computer room.

Thermal Insulator - Thermal insulator is used on the structural floor and ceiling to prevent heat gain to computer room, especially when bottom discharged type air-conditioners are used. It also helps to save energy and to minimize the running cost of the air-conditioning system. Permanent thermal insulator may be embedded inside the structural floor (sandwich type) during building construction stage or laid on the structural floor (add-on type) for accommodation revised to be computer room. For the latter one, all junctions between the insulator and fixtures are watertight and airtight. Inclinations are required at areas around the floor drains. An alternative is to install the thermal insulator on the structural ceiling of the floor below the computer room.

For thermal insulator not embedded inside the structural floor, the following selection criteria are recommended:
- thermally insulated
- fire and water resistant
- dust-free and lightweights
- strong enough to be trod

    – easy to maintain

Raised Floor - Raised floor is recommended to be used in computer room. It provides the following advantages:

- acts as an air podium for conditioned air distribution
- provides spaces for cable running
- enables simple equipment installation and provides flexibility for subsequent layout changes or equipment expansion
- protects the interconnecting cables, plugs and power connectors
- eliminates hazardous cabling underfoot
- maintains a cleaner environment

It is built of individual and interchangeable floor panels sturdily and rigidly above the structural floor. It must be evenly leveled and strong enough to withstand all necessary loads that exert on it. Additional support may be required if the panels are weakened by cutouts. Reference to the loading requirement of the computer equipment should always be made. The floor panel should be made of non-combustible and dust-free material. Its covering material is necessary to be well-bonded, anti-static, thermally insulated and free from scuffing and staining.

Floor Panel Fitting - Cable cutouts and adjustable air grilles are required on designated floor panels for cable connection of computer equipment and air delivery respectively. The cutouts are protected by black extruded vinyl trimmings at the edges and covered by rubber grommet. The air grilles must have smooth edges and corners and be flush-mounted on the surface of the floor panels.

Ramp - To facilitate equipment transportation, a strong ramp with landing areas at both ends is recommended at the server/computer room. The ramp surface should be built with anti-static, non-combustible and non- slippery materials.

False Ceiling - The requirement of finished headroom is different from one vendor to another. In general, the headroom should not be less than 2.4m. False ceiling provides tidiness and aesthetic effect to the computer room. It also serves as a plenum for lighting fixtures. The ceiling plate is preferred to be of easy remove and install type for the access of utilities in the ceiling void. Non-combustible and dust-free plates are required. If false ceiling is infeasible, the structural ceiling should be dustproof, waterproof and heat insulated.

Windows and Doors - All windows of the computer room are walled up to avoid direct sunlight and to provide better security and weather protection.

Main Entrance Door - 5-foot wide double-leaf steel door having a 2-hour fireproof rating and secure bolted hinge is recommended. An air lock composed of 2 sets of outward opening and self-closing doors prevents the loss of conditioned air and reduces the influx of dust.

Emergency Exit - The emergency exit requires an outward opening and self- closing steel door. It is also equipped with the same fireproof rating and secure bolted hinge as the main entrance.

Other Doors in the Computer Room - Double-leaf doors are preferred for ancillary machine room and printer room to ease printout movements.

Normal Lighting - Evenly distributed lighting is recommended for the computer room. It is necessary to align the distribution of lights with floor and equipment layouts to avoid shadowy areas caused by tall equipment, cabinets or racks. The lighting, sectional controlled by switches, should be able to switch off when they are not required.

Emergency Lighting The lighting inside computer room should be connected to essential power supply and 50% of them should be supported by battery. The battery supported lights may be located at the console area, mains control panel areas and passages leading to the main entrance and emergency exit.

Conduit and Trunk - Grounded metal trunks are required to house signal cables from computer room to terminal locations between floors of the same building.
Vertical conduit for signal cable of individual terminal equipment is usually connected to the horizontal trunk and ended at skirting level on wall at which termination box is required for cable termination. The termination boxes can be at desk-top level in a terminal room environment. To avoid electromagnetic interference being induced to the signal cables, it is recommended to house the power and signal cables in separate conduits and trunks. If they have to cross each other, they should be crossed in right angle.

Central Control and Monitoring System The Central Control and Monitoring System is a PC-based integrated system controls and monitors facilities for computer room. With necessary devices to connect various facilities such as air conditioning system, power supply system, fire services system, access control system and CCTV system etc. to the system, real time information on the performance from these facilities can be collected. This system enables central monitoring of computer centre environmental facility systems remotely.

B. Equipment Layout Planning

A properly designed equipment layout has the following benefits:
   a. easy equipment installation and maintenance;
   b. efficient computer operation;

c. efficient air circulation;

d. tidy environment; and

e. feasibility and flexibility of future expansion

Floor Layout Inside Computer Room - A separate room should be provided for comfortable and silent working environment for computer and data entry operators

Printer Room - Printers together with a small stationery store area should be in a separate room inside the computer room to reduce dust contamination and noise disturbances to other areas.

Air-conditioning Equipment - There are sufficient spaces for maintenance service for the AHUs. They are, as far as possible, to be located at corners or closed to wall partitions to enable more spaces for computer equipment.

Emergency Exit - The emergency exit is always located at the opposite end of the main entrance.

Technical Manpower Room – A room is required for IT personnel to perform on-site repairing work and to store spare parts of the equipment. It equips with work bench and storage cabinets and power points on the bench or any convenient point. If space is available, the engineer room may be located inside computer room.

Store Room - Store room, preferably on the same floor, provides storage area for computer stationery, consumable, reports and other accessories.

Locker and Changing Room - Computer operators are not allowed to bring their personal belongings into the computer room. In addition, eating and drinking are prohibited in the computer room. It is therefore necessary to provide an accommodation outside the room.

Equipment Layout

a. Cable limitation, equipment operating requirement and operating convenience should be considered when placements of computer equipment is to be designed.

b. An expansion allowance of about 30% of the required area is suggested.

c. The equipment is preferably arranged in parallel rows to smooth the air-flow of the ventilation.

d. The computer equipment is to be aligned with the floor grid.

C. Electrical Requirements

Power Source - Computer equipment require a "CLEAN" and dedicated power source in conjunction with the use of electrical noise protection device or power conditioner to prevent electrical noise disturbance. For maximum reliability, the independent feeder for the computer equipment must not be shared with other electrical devices.

Basic Power Requirements The power requirements of different computer equipment may vary. Specifications in the planning manual of the computer equipment should therefore be referred to before the requirements are finalised. The following aspects are to be specified:

- Capacity - Sufficient capacity is required for computer loads and future expansions of computer equipment. The capacity of an equipment is expressed in terms of KVA or KW, where
  KVA = Voltage x Current in Ampere 1000
  KW = KVA x Power Factor of that equipment

  Always consult computer vendor(s) for the power factors of computer equipment

- Voltage Standard The nominal voltage for a three-phase and single-phase power supply is 380V and 220V respectively. However, some equipment may require different voltage. Detailed permissible tolerance of the voltage requirement can be referred to the hardware manuals or computer vendors.
- Phase - In most computer installations, a three-phase, four wire and five conductor power supply is provided to the computer equipment power panel. Such a supply consists of three phase wires, one neutral wire and one insulated equipment ground conductor.

Grounding - For personnel safety and protection of equipment from damages and electromagnetic interference, a separated and insulated ground wire is necessary for the computer equipment. Computer vendors should be consulted for detailed specifications of the ground wire.

Power Protection Device - Poor quality of power can seriously affect the performance and reliability of the computer system and may cause damage. Before selecting the power protection device, the load characteristics of the equipment, computer service requirements and reliability must be known.

Uninterruptible Power Supply (UPS) - It employs a means for charging a bank of batteries as a backup for the city mains during a short-term power interruption or to allow the computer system to be closed down. Its requirements depend on the computer power loads to be supported, the lead times to start up the backup emergency diesel generator or a tidy close down of the computer system. Using an UPS containing an isolation transformer and a harmonic reduction filter would be the best alternative possible because it may resolve all power line noise problems and provides a continuous power supply during power interruption.

Emergency Power Supply - A generator is to support the UPS in providing emergency power supply to the computer equipment in a prolonged power outage. The need of generator depends on the service requirements of the computer system. However, the generator should also be able to support other essential facilities and equipment such as the air-conditioning system, security and access control system and lighting.

Circuit Breaker - Besides the normal operating current, the circuit breaker of computer equipment handles the in-rush and surge current. Each computer equipment requires a separate circuit and a circuit breaker. Circuit breaker and its related power point/socket should be properly labeled to identify the branch circuit it is controlling.

Power Connector - Power connectors for the computer equipment should conform to the local standard. Their placements are to be planned so that they are always located within about 2m of the machine they supply.

Emergency Power Cutoff Switch - It is an emergency power cutoff switch to disconnect the power of all computer equipment in the computer room. The switch is reset by key once it is activated and controlled from locations readily accessible to operators, such as console area and main entrance. The emergency switch is to be properly protected from accidental operation by mistake. Same switch is also required for the air-conditioning system.

Service Power Socket - Sufficient numbers of single-phase square prong service power points with ON/OFF switches are required at appropriate locations in computer room for use by maintenance and service personnel. These power points should be installed at skirting level and separated from the computer panel or feeder.
Automatic Transfer Switch (ATS) is a high availability redundant switch that has two input power cords, one for each AC line, providing redundant power supply to connected equipment. It is designed to supply power to the connected load from a primary AC source. If the primary source becomes unavailable, it will automatically switch the power supply to the secondary source.

Cables - Cable trays and steel-wire-armored cables are recommended for all underfloor power cables. Power cables have to be laid separately from signal cables in order to avoid any interference. If crossing each other is unavoidable, crossing is suggested at right angle.

D. Air-Conditioning System

Computer equipment is operated in an environment of controlled temperature and relative humidity. The air-conditioning system in the computer room must be able to control the temperature and relative humidity within the specific ranges automatically and independently.

Basic Requirements - An independent air-conditioning system with full backup are required. Spare capacity of 50% is recommended for anticipated expansion. Power source of the system should be separated from those for computer equipment and connected to emergency power supply. The system can be either water-cooled or air-cooled depending on the equipment specifications.

Cooling Capacity - Determination of the cooling capacity of a computer room mainly depends on the following factors: -
    1. total heat dissipation of the equipment (always consult vendor for specifications)
    2. volume of the location
    3. room and equipment layouts
    4. anticipated expansion
    5. heat gains and losses through walls, floor and ceiling
    6. personnel working inside

Temperature and Relative Humidity Ranges - The operating ranges of temperature and relative humidity for computer equipment are usually 20°C ± 3°C and 50% ± 10% respectively with the maximum rate of changes at 3°C and 6% per hour.

Air Distribution Method - Air distribution in computer room is usually classified into "Raised Floor" and "Non-raised Floor" distributions. **Raised Floor Distribution system** distributes the conditioned air through the floor void to the computer equipment via air grilles or perforated floor panels. The heat dissipate vents of most computer equipment are designed to suit such distribution as it is efficient in air circulation. In **Non-raised Floor Distribution,** air is distributed either from ceiling via diffusers or simply across the floor. Since air circulation of such distribution is not efficient, it is only recommended for small setups.

Air Cleanliness and Fresh Air Intake - The intake of adequate amount of filtered and pre-treated fresh air to the computer room is required. The location of the fresh air inlet should be carefully planned so that the intake of polluted air into the computer room can be avoided. Dust contamination inside the computer room can be minimized by using high efficiency filters. Detail requirement on dust level can be referred to vendor's documentation.

Inter Switch-ability - In addition to its capability of simultaneous operation, manual and automatic switching between the normal and standby units of the entire air-conditioning system is preferred.

Water Supply - If the computer room is operated with water-cooled chiller plant, an automatic filled water tank which is not affected by water supply suspension or ration is required.

Power Supply - Power supply of air-conditioning units must not be connected to the computer loads.

Emergency Supply - It is essential to provide emergency power supply to the air- conditioning system as long as the emergency power supply is provided to computer equipment.

Emergency Power Cutoff - Power supply of the entire system, including the fresh air intake unit is cutoff automatically when fire extinguishing system is actuated. The installation of manual emergency power cutoff switch is to shut down the system in case of emergency. It is preferred to be installed near the console area and duplicated at the main entrance.

System Monitoring - The audible and visual alarm panels of the air-conditioning system for the computer system and its ancillary machines (i.e. UPS Room) are to be installed in computer room at master console area to report the operating status and faults of all system components. The alarm/indicators include high/low temperature and relative humidity, filter status and chiller plant status.

Perforated Floor Panel - Perforated floor panel, equipped with air-flow control feature, is recommended for distribution of conditioned air in raised floor distribution system. It is more advantageous than air grille because it enables free placement for heavy computer equipment and has no frame protrusion.

Temperature/Humidity Recorder - Electrical temperature/humidity recorders are required in the computer room to provide 7-day continuous recording of the environmental conditions. They are wall-mounted at the locations near the computer equipment or other appropriate spots and must have visual and/or audible alarms.

Automatic Power Cutoff Facility to Computer Equipment - An adjustable temperature sensing system with audible and visual alarms is required for computer room and power conditioner room. If the threshold limit is exceeded, a facility is required to cut the power supply to the computer equipment automatically. This facility is capable to be operated manually. Reset switch of the automatic power tripped equipment is required to stop the equipment from "un-controlled" power ON/OFF due to changes of temperature.

Store Room - A normal office air-conditioning system is required for the store room of computer consumable such as magnetic media, printer ribbons and continuous stationery etc. Acclimatization to the computer store is necessary before they are put into use.

Power Conditioner Room - Power conditioner, such as UPS, is a heat generating device and is usually housed in a separate room away from the computer equipment. A reliable air-conditioning system with backup is required.

E. Fire Prevention, Detection, and Suppression

In order to minimize fire damages to computer equipment, the equipment and furniture used inside the computer room should, as far as possible, be made of non-combustible material or at least having minimal fire propagation or smoke generating properties.

Storage of Stationery - The storage of bulky volume of continuous stationery must be fire protected and be kept away from computer room. Amount of continuous stationery stored in computer room must not exceed the consumption of a shift.

Ancillary Equipment - The accommodation for power conditioner, emergency diesel generator and its fuel storage must be away from computer room.

Ducts - The air ducts should be equipped with automatic fusible-link fire dampers.

Detecting Device and System

Detector - A two-stage detection system, consisting of two sets of detectors and alarm signals in cross-zone operation, is required. Detectors should be located at the headroom, inside the ceiling void and floor void of the computer room. Detectors can be smoke detectors or together with heat detectors.

Detecting System - First fire alarm will cut power to air-conditioning system and be transmitted to the building management office and the nearest fire station. Second alarm cuts all power supply to the computer room and the fire suppression system will be triggered off after a pre-set time interval.

Fire Suppression System – Various options include Gas Flooding System & Portable Gas Fire Extinguisher

Design Criteria:
   a. The system should always be put to 'AUTO' mode under normal circumstances to fully protect the computer room against fire hazards and to cope with Fire Authority's practice. 'MANUAL' mode is only switched on when the system is under repair. Manual mode – In case of fire the system will have to be triggered off manually after all operation staff are evacuated. Automatic mode – In case of fire the system will be controlled by the detection system. System will be triggered off after a pre-set time interval when detectors of both zones sense a fire and activate detection system.

b. No matter the system is in manual or automatic mode, an elapse time of at least 30 seconds is required for personnel evacuation before the gas is released. To facilitate evacuation, all emergency exits should be labeled with battery supported illumination. Furthermore, design of the door should be such that it can only be opened from the inside. The use of "push bar" or similar latch is preferred so that the door can be opened easily. However, to avoid the door from being used at times other than emergency, the door should be fitted with a burglar alarm.

c. All duct work, doors, windows and any other air passages must be sealed off and exhaust air fans should then be installed. This is because if the protected area is not airtight, the pressurized extinguishing gas may dissipate, thus reducing the effectiveness of the system.

d. The system is capable to be operated under all circumstances, including power failure. Regular maintenance and cleaning are necessary for the fire detection system and corresponding accessories.

e. Portable gas fire extinguishers should be installed at various locations. The locations should be clearly marked to enable easy fetching of the extinguishers. All portable fire extinguishers should be periodically inspected and refilled by the supplier. The next inspection date should be clearly marked on the extinguishers.

Monitoring - The master alarm/indicator panel(s) of the system is/are to be installed inside the computer room. Audible and visual alarms are required to indicate the detection of fire. Fire alarms of the building must be provided inside computer room to alert operators of fire on other floors. Diagrams showing the locations of hose reels, fire exits, fire extinguishers and evacuation paths should be posted inside computer room. The fire extinguishing system is required to be accommodated in a separate room or compartment near the computer room.

F. Prevention of Water Leakage

- Concrete kerb is required along the perimeter of the computer room and power conditioner room.
- All unnecessary plumbing is to be removed away from computer room.
- Waterproof power connectors are to be used for underfloor power connections.
- All ducts, trunks and pipes for cables should be water-tight and be able to stop the water being led by them.
- All underfloor fixtures should be away from the floor drains.
- Waterproof treatment is required for internal wall surfaces, concrete ceiling and structural floor.
- Water detection system in the floor void with audible and visual alarm panel showing one or more locations of water threats is required in computer room. If the system is

not a linear detection type, mimic diagram showing the locations of the water detectors is necessary.

G. Physical Security

Access Control System - Installation of Lock If the main entrance has 2 sets of door, the first set (outer) may be equipped with a cipher lock only. This lock is operated by entering a correct cipher code. The second (inner) set can be controlled by a cipher/cardkey lock. Both locks may be door-mounted or wall-mounted but the control circuit units are housed in locked metal cases inside computer room.

Cipher Code Operation - The cipher locks at both entrances must allow operations made by common code and individual codes. Changes of cipher codes are performed locally at the master control units of the locking system. The change of cipher code does not affect the information encoded in the magnetic cardkeys.

Power Supply to the Lock - A 24-hour battery power backup is required for the access control system including the electric door lock(s). The access control system should also be connected to the UPS if it is installed.

Door Lock - Heavy-duty electric lock is recommended for the main entrance doors. With time delay setting, the lock would effect after time is over. The lock must be fail-safe type. Panic bolt is recommended at emergency exits.

Surveillance System:-

Closed Circuit Television System (CCTV) - CCTV is used to monitor the security as well as operating environment of the computer room. The monitor unit is capable of programmable switching for selection of pictures for a multi-camera CCTV system. The requirement of the CCTV system depends on the system security level and mode of operation of the computer system.

Digital Video Recording System - It is a triplex (real time, playback and record) video recording system, which allows video monitoring, recording and playback simultaneously over the computer network or other telecommunications channels like phone line or mobile network.

Intercommunication System (INTERCOM) - The master unit of the intercommunication system is placed at console area and the slave units are placed at the outer main entrance and other necessary places to provide a direct and clear communication between all functional areas.

Burglar Alarm System - To protect the computer room and other external restricted premises from unauthorized access or break-in, a burglar alarm system may be installed at the main entrances and all exits. The alarm system may also provide "Door-Remains-Open" warnings to operators. 24 hours standby battery supply to the operation of the burglar alarm is necessary to cater for power outage. The system should allow each protected door to have both ACCESS and PROTECT modes. Mode setting

should be done on the master panel inside computer room. An alarm and indicating mimic panel showing every protected door is required in computer room. Every break-in of these doors will give audible and visual signals to the master panel inside computer room and the building management office via professional security company.

Security Review for Computer Room - Physical security of a computer room is the most vital aspect for the expensive computer hardware and invaluable computer data being stored.

Data communication trunks are trunks for data communication cables and telephone lines of the network. Special care is required to secure the access of the data communication cables and telephone lines in order to prevent malicious damage, interception and attachment of the cables and lines. Escort of computer vendors or telecommunication service provider is required in the course of the installation work.

MODEL RFP TEMPLATES FOR SELECTION OF IMPLEMENTATION AGENCIES

Ministry of Electronics & Information Technology

2017

This document is advisory in nature and aim to sensitize the bid management teams on good practices and harmonize/standardize the RFP clauses and terms & conditions.

The model documents comprise of RFP, Guidance Notes and Proposed Contract Terms are based on existing Central Government Guidelines, feedback from stakeholders and prevalent international practices. However it is possible that the State Government / Nodal Agencies may have their own specific procurement Guidelines which may or may not be consistent with the clauses of the RFP, Guidance notes or Contract Agreement.

It may be noted that these documents do not substitute or overrule any approvals currently required by the concerned Department/State Government Purchaser for finalization of the RFP. Accordingly it is advised that all necessary approvals are taken from appropriate authorities, as done before publishing of these model documents.

Glossary

1	A&M	Approach & Methodology
2	ATS	Annual Technical Support
3	BCA	Bachelor of Computer Applications
4	CCN	Change Control Notes
5	CD	Compact Disc
6	COTS	Commercially Off The Shelf
7	CS	Computer Science
8	CV	Curriculum Vitae
9	CVC	Central Vigilance Commission
10	DD	Demand Draft
11	DFID	Department for International Development
12	MEITY	Ministry of Electronics & Information Technology
13	DR	Disaster Recovery
14	EMD	Earnest Money Deposit
15	EMS	Enterprise Management System
16	EOI	Expression of Interest
17	ESH	Extender Service Hours
18	GFR	General Financial Rules, 2017
19	GIS	Geographical Information System
20	GoI	Government of India
21	ICT	Information and Communication Technology
22	INR	Indian National Rupee
23	IP	Implementation Partner
24	IT	Information Technology
25	LD	Liquidated Damages
26	LLP	Limited Liability Partnership

27	LoA	Letter of Award
28	LoI	Letter of Intent
29	MCA	Master of Computer Applications
30	MMP	Mission Mode Project
31	MSA	Master Services Agreement
32	NeGP	National e-Governance Plan
33	O&M	Operations and Maintenance
34	OEM	Original Equipment Manufacturer
35	PAN	Permanent Account Number
36	PBG	Performance Bank Guarantee
37	PoA	Power of Attorney
38	PoC	Proof of Concept
39	QCBS	Quality Cum Cost Based Selection
40	RFE	Request for Empanelment
41	RFP	Request for Proposal
42	RFP	Request for Proposal
43	RoC	Registrar of Companies
44	SI	System Integrator
45	SLA	Service Level Agreement
46	SOW	Scope of Work
47	T&M	Time and Material
48	ToR	Terms of Reference
49	UAT	User Acceptance Test

Terms and Legends used in this document

Symbol / Terms	Meaning
< >	Text to be inserted by the user of the template
[ ]	Tips provided to the user of the template. These are to be deleted by the user from the final document being created
<< >>	Text to be filled in by the bidder in response to this document. This is not to be inputted / tinkered by the user
Purchaser	The agency which is responsible for executing the project and assists the Government Department /ministry in carrying out the tendering. In case the Government department itself decides to carry out the tendering and execute the project, then the term "Purchaser" should be replaced by the Department.
Department	The Department is the ultimate "owner" of the project. The e-Governance is carried out within the domain of the department.
(Optional)	Certain clauses are optional to be put in the document and would depend on certain conditions. These may be included in the RFP, post establishing the relevance of the clause.
Bidder	Supplier/Vendor of software application development, software products

Key Highlights / Changes introduced

1	**Eligibility and Technical Evaluation**	–	Rationalized the criterions in the Eligibility / Prequalification and the Technical evaluation (eliminated restrictive criterions)
2	**Frivolously Low bids**	–	Optional clause of Rejection of bids which are ridiculously low
3	**Promote Transparency of Information**	–	Standards in the quality of information to be provided in the RFP document
		–	Upfront sharing of Project Budget information
4	**Focus on Outcomes**	–	Payment Schedule linked to the outcomes
		–	Introduction of "Success Fee"
5	**Updated Some of the Key Clauses**	–	Debarment Conflict of interest
6	**Promoted Small and Medium Enterprises**	–	MSME Inclusion Plan and Evaluation Criteria
7	**Service Level Agreements (SLAs)**	–	Initial Pilot phase to base line SLAs
		–	Earn backs on overachieving SLAs
		–	Continuous Improvement in SLA definitions
8	**Payment Schedule**	–	Balance Payments terms
		–	Changes in taxes on account of the Government

Table of Contents

Structure of Template of EOI Document

When do we need EOI

An **Expression of Interest (EOI)**, (also called 'Request for Information') is the channel for short listing bidders for a particular Implementation Services in a two stage tendering process. Typically, the shortlisted bidders in the EOI process (first stage) compete through technical and financial bids (second stage).

The objective of issuance of EOI is three fold. It assists the Purchaser in:
   a. Developing the requisite clarity on the scope of work to attract the right set of target Bidders;
   b. Identifying potential system Implementation Agencies having the competency and capacity to implement the e-Governance project; and
   c. Purchaser Understanding the capabilities and gauging interest levels of competent Bidders.

Conducting an EOI process is recommended to be followed for all systems implementation projects wherein the budgetary estimate exceeds Rs. 25 Lakhs, [as per Rule 161, GFR, 2017]. In instances, where the Purchaser is well versed with (a) scope of the project, (b) the manner of delivery and (c) is confident of adequate industry participation, it may choose to proceed directly to the RFP process, by including the pre-qualification criterion in the RFP and making it a 3 bid system, including (a) pre-qualification evaluation, (b) technical evaluation and (c) financial evaluation. The benefits of EOI can still be met by having workshops with the potential Bidders before the submission of the bids.

What are the typical contents of an EOI

The following needs to be provided in a typical Request for EOI document.

S. No.	Document Structure		Desirability	Reference
1	Invitation for Expression of Interest		Mandatory	[Refer Section 1.2]
2	Introduction to Projects		Mandatory	[Refer Section 1.3]
3	Broad Scope of work		Mandatory	[Refer Section 1.4]
4	Instruction to Bidders		Mandatory	[Refer Section 1.6]
5	Pre-Qualification Criteria	**Minimum criterions**	Mandatory	[Refer Section 1.7]
6		*** Additional Criteria**	Optional	[Refer Section 1.7]
7	Bid Submission Forms		Mandatory	[Refer Appendix I]
8	Compliance Sheet for Pre-Qualification		Recommended	[Refer Appendix I Form 3]
9	Proof of Concept		Optional	[Refer Section 1.5]
10	Templates		NA	[Refer Templates]

<Name of the proposed e-Governance Project>

<File reference No.>

1.0

[Template Document for Expression of Interest/ First stage of Two–stage Bidding, for System Implementation Agencies]

S. No.	Particular	Details
1.	Start date of issuance / sale of EOI document	< >
2.	Last date for Submission of Queries	< >
3.	Pre-Bid Conference	< >
4.	Issue of Corrigendum	< >
5.	Last date for issuance / sale of EOI Document	< >
6.	Last date and time for EOI Submission	< >

MODEL INVITATION FOR EXPRESSIONS OF INTEREST (EOI) DOCUMENTS FOR PROCUREMENT OF SYSTEM IMPLEMENTATION / INTEGRATION SOLUTIONS AND SERVICES

[EOI is not a mandatory requirement for procuring the services of the IA/PPP service provider. However the bidder may still use this for the

An EOI should be ISSUED under the following typical circumstances:
a. Scope of work is not clear, hence, an EOI could help enter a process to define and refine it through discussions with potential Systems Implementation Agencies/System Integrators
b. To conduct a market assessment for possible (related) Solutions, Technologies and Vendors
c. Multiple solutions are possible
d. Budget estimates are unclear (or flexible)

However, the GFR (2017), Rule 164 allows for two stage bidding to address some of the above needs through the use of two-stage bidding, as Given:
(Obtain bids in two stages with receipt of financial bids after receipt and evaluation of technical bids)
(i) Ministry/Department may procure the subject matter of procurement by the method of two-stage bidding, if
a. it is not feasible to formulate detailed specifications or identify specific characteristics for the subject matter of procurement, without receiving inputs regarding its technical aspects from bidders; or
b. the character of the subject matter of procurement is subject to rapid technological advances or market fluctuations or both; or
c. Ministry/Department seeks to enter into a contract for the purpose of research, experiment study or development, except where the contract includes the production of items in quantities sufficient to establish their commercial viability or to recover research and development costs; or
d. The bidder is expected to carry out a detailed survey or investigation and undertake a comprehensive assessment of risks, costs and obligations associated with the particular procurement.

(II)The procedure for two stage bidding shall include the following, namely:—

(a) in the first stage of the bidding process, the Ministry/Department shall invite bids through advertised tender containing the technical aspects and contractual terms and conditions of the proposed procurement without a bid price;
(b) all first stage bids, which are otherwise eligible, shall be evaluated through an appropriate committee constituted by the Ministry / Department / Organisation;
(c) the committee may hold discussions with the bidders and if any such discussion is held, equal opportunity shall be given to all bidders to participate in the discussions;
(d) in revising the relevant terms and conditions of the procurement, the procuring entity shall not modify the fundamental nature of the procurement itself, but may add, amend or omit any specification of the subject matter of procurement or criterion for evaluation;
(e) in the second stage of the bidding process, the procuring entity shall invite bids from all those bidders whose bids at the first stage were not rejected, to present final bid with bid prices in response to a revised set of terms and conditions of the procurement;

(f) any bidder, invited to bid but not in a position to supply the subject matter of procurement due to modification in the specifications or terms and conditions, may withdraw from the bidding proceedings without forfeiting any bid security that he may have been required to provide or being penalised in any way, by declaring his intention to withdraw from the procurement proceedings with adequate justification.

The user may exercise its discretion for the use of the model documents.
]

Model EOI Document

1.1 Advertisement for EOI/ First stage of Two–stage Bidding

[Refer: Section 1.3.2 'of "Guidance Notes: Model RFP Templates for Implementation Agencies" on publishing EOI for Implementation Agencies (for Turnkey, Hardware, Software & Data entry services).

1.2 Invitation for EOI / First stage of Two–stage Bidding

The Purchaser invites EOIs from prospective bidders ('Bidders') for the <Name of the e-Governance project> that has been initiated. The successful Bidder will carry out the scope of work in accordance with the specifications provided in a detailed Request for Proposal (RFP) document which will be brought out by the Purchaser, subsequently. Purchaser now seeks EOI from Bidders of repute for <Project name> to <Summary of the Scope of work>. Bidders who meet the pre- qualification criteria specified in this document will be short-listed for the issue of a detailed RFP.

[Refer: Section 1.3.2 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for more information on this section]

1.3 Introduction to the project

[Refer: Section 1.3.3 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for more information under this section]

1.4 Indicative scope of work

[Refer: Section 1.3.5 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for more information under this section]

1.5 Proof of Concept (PoC):
[OPTIONAL CLAUSE: PoC is needed to understand a new technology area (e.g. biometrics). It should not be made a standard practice to include a PoC in the EOI process, unless the Purchaser has allocated a separate budget for it and has made it a paid activity. Refer: Section 1.3.6 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for more information under this section.]

1.5.1 Scope of PoC

a. PoC for purpose of this EoI is defined as demonstration of capabilities for <insert the area which requires the demonstration / feasibility> to prove the idea and feasibility as envisioned by Purchaser.

b. The demonstration could be done using a part of an existing solution and should provide a representative solution through a relatively small number of users acting in business roles to satisfy various aspects of the requirements listed below.

c. A detailed list of test cases has been provided below. Purchaser and its authorized representatives shall witness the PoC results.

d. Each qualified EOI respondent, based on the pre-qualification criteria shall demonstrate the PoC [Optionally each EOI may contain the PoC as one of the PQ criteria for shortlisting, accordingly, this section will require to be suitably modified]). The Purchaser shall bear the cost associated with demonstrating the PoC and the Bidder would be responsible for making the demonstration.

e. PoC shall be demonstrated in the following languages : <Languages>

f. Each Bidder shall demonstrate the process flow as mentioned above for the purpose of PoC demonstration which shall be assessed based on the following test criterions:

S. No.	Key feature required in the PoC	Test Criterion

g. Please note that this is an indicative process flow only and Bidders can demonstrate value added features and functionalities as part of their solution, which may be taken note of and included in the RFP which will be released subsequently by the Purchaser.

1.5.2 Output expected from the PoC

The objective of conducting the PoC is to:

[**Note:** *Depending on the situation, the following points may be customized to:*
- *Get clarity on the design of the solution, before publishing the RFP document*
- *Provide an opportunity for alternative solutions by encouraging innovation facilitated by interactions with the Purchaser*
- *Clarify users understanding of the system*
- *Verify the adequacy of specifications for the solution*
- *Verify system response time using a production data base*
- *Obtain user acceptance of procedures*
- *Validate initial productivity rates and cost/benefit projections*
- *Compute/Re-compute resource requirements*
- *Test interfaces with related business functions and information systems*
- *Feasible solution stacks (including database)*
- *Verify the functionality of software*
- *Identify and address obstacles for the full scale implementation*
- *Produce samples of all outputs]*

1.6 Instructions to Bidders

[Refer: Section 1.3.4 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for more information under this section]

1.6.1 Completeness of response

    a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the EOI documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the EOI documents with full understanding of its implications.

    b. The response to this EOI should be full and complete in all respects. Failure to furnish all information required by the EOI documents or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Bidder's risk and may result in rejection of its proposal.

1.6.2 EOI proposal preparation costs & related issues

    a. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Purchaser to facilitate the evaluation process, unless explicitly specified to the contrary.

    b. Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

    c. This EOI does not commit Purchaser to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this EOI, unless explicitly specified to the contrary.

    d. All materials submitted by the Bidders will become the property of Purchaser and may be returned completely at its sole discretion.

1.6.3 Pre-bid Meeting

    a. Purchaser shall hold a pre-bid meeting with the prospective Bidders on <Date & time> at <Address of the Venue>

The Bidders will ensure that their queries with regard to the EOI, to be addressed by the Purchaser during the Pre-Bid meeting shall reach by post, facsimile or email on or before <Date & time> to the officer whose details are provided below (Nodal Officer):

    1. <Name, Address, Fax and email id of the Nodal Officer>

    2. <Name, Address, Fax and email id of the Nodal Officer>

    3. <Name, Address, Fax and email id of the Nodal Officer>

*[**Note:** Having a single contact person becomes a problem when the person is on leave or not available and the RFP communication is sent to him. **Three***

levels of contacts are recommended: primary, secondary and executive. All communications should be addressed to all the three contacts]

1.6.4 Responses to pre-bid queries and issue of corrigendum

a. The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith.

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

c. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <website address>, GeM, and CPPP (www.eprocure.gov.in) and emailed to all participants of the pre-bid conference.

d. Any such corrigendum shall be deemed to be incorporated into this EOI.

e. In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparation of their bids, Purchaser may, at its discretion, extend the last date for the receipt of EOI Bids.

*[**Note:** The Purchaser should ensure clear and specific responses to Bidders queries. **Clarifications on scope of work which say "as per RFP" should not be encouraged (only if there is a request for change in terms / condition, then "as per RFP" should be allowed).** If Bidders raise doubts about the scope, an effort must me bade to elaborate on the matter and address the query.]*

1.6.5 Right to terminate the EOI process

a. Purchaser may terminate the EOI process at any time without assigning any reason. Purchaser makes no commitments, expression or implied that this process will result in a business transaction with anyone.

b. This EOI does not constitute an offer by the Purchaser. The Bidder's participation in this process may result in Purchaser short listing the Bidder to submit a complete technical and financial response at a later date.

1.6.6 Submission of responses

[GFR, 2017 (Rule 160) E-Procurement:
(i) It is mandatory for Ministries/ Departments to receive all bids through e-procurement portals in respect of all procurements.
(ii) Ministries/ Departments which do not have a large volume of procurement or carry out procurements required only for day-to-day running of offices and also have not initiated e-procurement through any other solution provided so far, may use e-procurement solution developed by NIC (GePNIC). Other Ministries/ Departments may either use e-procurement solution developed by NIC or engage any other service provider following due process.

(iii) These instructions will not apply to procurements made by Ministries / Departments through DGS&D Rate Contracts.

(iv) In individual case where national security and strategic considerations demands confidentiality, Ministries/ Departments may exempt such cases from e-procurement after seeking approval of concerned Secretary and with concurrence of Financial Advisers.

(v) In case of tenders floated by Indian Missions Abroad, Competent Authority to decide the tender, may exempt such case from e - procurement.

Accordingly, Ministries / Departments should receive all bids through e-procurement portals in respect of all procurements. However, when not possible, other appropriate methods of bid submission may be used, with proper approvals and reasons in writing. Relevant options have been provided below, which needs to be customized.]

<Option 1: In case of Online Submission on e-Procurement portal>

Bidders should submit their responses to an EOI as per the procedure specified in the e-Procurement portal (*specify URL*) being used for this purpose. *Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:*

- Tender Fee
- Pre-qualification response
- Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The <Purchasing Department> will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

a. Bids shall be submitted in a single sealed envelope and superscripted <Name of the Assignment> and <File reference No.>. This envelope should contain two hard copies of EOI proposal marked as "First Copy" and "Second Copy" and one soft copy in the form of a non-rewriteable Compact Disc (CD). CD media must be duly signed using a permanent pen/ marker and should bear the name of the Bidder.

b. Bids shall consist of supporting proofs and documents as defined in the Pre-qualification section.

c. Bidder shall submit all the required documents as mentioned in the Appendix including various templates (Form 1 to Form 3). It should be ensured that various formats mentioned in this EOI should be adhered to and no changes in the format should be done.

d. Envelope should indicate clearly the name, address, telephone number, Email ID and fax number of the Bidder.

e. Each copy of the EOI should be a complete document and should be bound as a volume. The document should be page numbered, must contain the list of contents with page numbers and shall be initialled by an authorized representative of the Bidder.

f. Different copies must be bound separately.

g. Bidder must ensure that the information furnished by him / her in respective CDs is identical to that submitted by him in the original paper bid document. In case any discrepancy is observed by the Purchaser in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

h. EOI document submitted by the Bidder should be concise and contain only relevant information as required under this EOI.

1.6.7 Bid submission format

The entire proposal shall be strictly as per the formats specified in this EOI and any deviation may result in the rejection of the Bidder's EOI proposal.

1.6.8 Venue and deadline for submission

<Option 1: In case of Online Submission on e-Procurement portal>

In case of e-Procurement, the response to EOIs must be submitted on the eProcurement portal (specify URL) by the date and time specified for the EoI. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

a. Proposals must be received at the address specified below latest by: < Date & time > at <Address>.

b. Any proposal received by the Purchaser after the above deadline shall be rejected and returned unopened to the Bidder.

c. The bids submitted by telex/telegram/fax/e-mail[1] etc. shall not be considered. No correspondence will be entertained on this matter.

d. Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

e. Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

1.6.9 Short listing criteria

[OPTIONAL CLAUSE: The Purchaser must exercise discretion on whether to prequalify bidders at the EOI stage. A decision to prequalify bidders at the EOI stage may be taken if the Purchaser has adequate clarity with regard to the proposed scope of work and technical criteria at the EOI stage.]

a. Purchaser will shortlist Bidders who meet the pre-qualification criteria mentioned in this EOI.

b. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of its EOI proposal.

1.6.10 Evaluation Process

a. Purchaser will constitute a committee to evaluate the responses of the Bidders in response to this EOI document (Purchase Committee).

b. The Purchase Committee constituted by the Purchaser shall evaluate the responses to the EOI and all supporting documents & documentary evidence. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the Bidder's EOI proposal.

c. Each of the responses shall be evaluated to validate compliance of the Bidders according to the pre-qualification criteria, forms and the supporting documents specified in this EOI document.

d. The decision of the Purchase Committee in the evaluation of responses to the EOI shall be final. No correspondence will be entertained outside the evaluation process conducted by the Purchase Committee.

e. The Purchase Committee may ask for meetings with the Bidders to evaluate its suitability for the assignment

f. The Purchase Committee reserves the right to reject any or all proposals.

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[1] It is strongly **suggested** that the Purchaser should consider using e-tendering platform for submission of EOI bids. In such a case, section needs modified accordingly.

1.6.11 Consortiums

[OPTIONAL CLAUSE: The Purchaser should evaluate whether to allow the consortium or disallow. A key factor to determine the requirement of a consortium, is the value add which a consortium can bring in which a sub-contracting cannot bring in. Further it should evaluate the benefit of having single point of ownership or it has the capacity to manage multiple points of ownerships. [1]Refer: Section 1.4.9 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for more information under this section]

[Refer: Section 2.5.9.1 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for providing necessary information under this section before finalization of the criteria]

1.7 Pre-qualification evaluation criteria

[Refer: Section 1.4 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for providing necessary information under this section before finalization of the criteria]

#	Basic requirement	Specific requirements	Documents required
1	Legal Entity	- Should be a company registered under the provisions of the Indian Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008. - Registered with the service tax authorities. - Should have been operating for the last three years. *[Refer: Section 1.4.8 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for more information under this section]*	- Certificate of incorporation / Partnership deed - Service tax registration - Certificate of commencement of business (if applicable)
2	Board resolution / Power of attorney in favour of authorised signatory	A board resolution OR power of attorney in the name of the person executing the bid, authorizing the signatory to commit the Bidder.	Board resolution; **OR** Power of attorney with appropriate supporting documents
3	Sales turnover from system	Annual sales turnover generated from services related to system integration during each of the	Extracts from the audited balance sheet

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[1] Consortium may be considered for situations, where subsequently it results in the formation of a Special Purpose Vehicle. In such a case, each of the consortium partners would have an equity stake, with a clear roles and responsibilities. This would also ensure that Purchaser does not get involved in reviewing the consortium agreements of each of the bidders and discourage the practice of "name lending"

#	Basic requirement	Specific requirements	Documents required
	integration	last three financial years (as per the last published Balance sheets), should be at least INR <value in numbers and words>. This turnover should be on account of Information Communication Technology (ICT) systems development and implementation (i.e. revenue should be on account of system integration/turnkey solutions or products and their associated maintenance or implementation services, packaged software etc.) only. *[Refer: Section 1.4.1 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for more information under this section]*	and profit & loss; **OR** Certificate from the statutory auditor
4	Sales turnover	*[Refer: Section 1.4.2 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for more information under this section]*	Certificate from the statutory auditor
5	Net worth	*[Refer: Section 1.4.3 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for more information under this section]*	Certificate from the statutory auditor
6	Technical capability	Bidder must have **successfully completed at least the following numbers of ICT system development and implementation engagement(s)** of value specified herein : - One project of similar nature not less than the amount <value equal to 80% of estimated cost>; OR - Two projects of similar nature not less than the amount equal <value equal to 60% of estimated cost>; OR - Three projects of similar nature not less than the amount equal <value equal to 40% of estimated cost> *[Refer: Section 1.4.4 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for more information under this section]*	Completion certificates from the client; OR Work order + Self certificate of completion (Certified by the statutory auditor); OR Work Order + Phase Completion Certificate from the client
7	Certifications	*[Refer: Section 1.4.7 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for more information under this section]*	Copy of certificate
8	Debarment	*Debarment* should used as a mandatory Pre-Qualification criterion to restrict organizations that have been either debarred by DGS&D or by the tendering department for breach of ethical conduct or fraudulent practices, *etc. as specified in Rule 151 of GFR.*	Self Certified letter that the bidder (or any of its successor) is not in the active debarred list published by: a) DGS&D or Central Public Procurement Portal; and b) procuring Ministry /

#	Basic requirement	Specific requirements	Documents required
			Department
**[Optional PQ criteria]**		
9	Manpower strength	*[Refer: Section 1.4.6 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for more information under this section]*	Self-certification by the authorized signatory with clear declaration of staff.
10	Pre-contract integrity pact	*[Refer: Section 1.4.11 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for more information under this section]*	Integrity pact in the format prescribed in Appendix I, Form 4
12	Power of attorney in favour of the lead member	In case of consortium, the members shall submit a power of attorney in favour of the lead member. [**Optional**: In case of the Bidders are allowed to bid as a consortium, the members should submit a power of attorney in favour of the lead member.]	Power of attorney

*[**Note:** The endeavour of the EOI/1st Stage is to have serious Bidders, who can help the Nodal Agencies in conceptualization of scope of work & other areas of the RFP for procurement of SI Vendor. However in **case it is expected that more than 8 Bidders would be able to meet the eligibility criterion, additional criteria may be kept in such circumstances to restrict this list to the best 8 contenders**. It may be noted that the additional criteria may be added **ONLY** when more than 8 Bidders are expected to bid and qualify the abovementioned criteria.*

1.8 Technical evaluation criteria

Basic requirements	Specific requirements	Marks allocated	Evaluation criteria
Understanding of Bidders	Suggested solutions (one or more than one)	10	Minimum of 5 marks for the suggested solution, which will be evaluated on : 1) Feasibility 2) Solution proposed as a stack 3) Technologies proposed 4) Demonstration of robustness of the proposed solution
	Bidder's experience in "Similar" projects (for which work order / completion certificates can be provided)	60	Minimum of 45 marks based on qualitative assessment on : 1) Solution implemented as a stack 2) Technologies used 3) Scale of implementation 4) Learning on Issues 5) Challenges, 6) Client References
	Bidder's competence	30	Minimum of 15 marks based on qualitative assessment on : 1) Research work/centers of excellence 2) Patents 3) Assets in the given project's domain

Appendix I: Bid submission forms

The Bidders are expected to respond to the EOI online on the eProcurement portal by providing all documents supporting pre-qualification / EOI criteria.

Proposal / pre-qualification bid shall comprise of following forms:

Form 1: Covering letter with correspondence details

Form 2: Details of the Bidder's operations and IT implementation business

Form 3: Compliance sheet for pre-qualification criteria

Form 4: Pre-contract integrity pact

Appendix I: Bid submission forms

Form 1: Covering letter with correspondence details

<Location, Date>

<Name of the Nodal Officer>
<Address of the Purchaser>

Dear Sir,

We, the undersigned, offer to provide the IT Implementation services for <<Name of the Assignment>>

Our correspondence details with regard to this EOI are:

#	Information	Details
1	Name of the Contact Person	<<Insert Name of Contact>>
2	Address of the Contact Person	<<Insert Address>>
3	Name, designation and contact, address of the person to whom, all references shall be made, regarding this EOI.	<<Insert Name of Contact>>
4	Telephone number of the Contact Person.	<<Insert Phone No.>>
5	Mobile number of the Contact Person	<<Insert Mobile No.>>
6	Fax number of the Contact Person	<<Insert Fax No.>>
7	Email ID of the Contact Person	<<Insert Email>>
8	Corporate website URL	<<Insert Website URL>>

We are hereby submitting our Expression of Interest (EOI) in both printed format (2 copies) and as a soft copy in a CD. [*In case of online submission only, this line will need to be modified accordingly.*] We understand you are not bound to accept any proposal you receive.

We understand and agree to comply that on verification, if any of the information provided here is found to be misleading the EOI process or unduly favours our company in the short listing process, we are liable to be dismissed from the selection process or termination of the resultant contract during the project.

We hereby declare that our proposal submitted in response to this EOI is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

For and on behalf of <<Legal name of bidding entity>>

<<Authorised Signatory's signature affixed with corporate seal>>
Name: <<Insert Name of Contact>>
Title: <<Insert Name of Contact>>
Signature: <<Insert Signature>>

Form 2: Details of the bidder's operations and IT implementation business

#	Information sought	Details to be furnished
A	Name and address of the bidding company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of establishment	
D	Date of registration	
E	Registrar of Companies (ROC) reference no.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, address, email, phone nos. and mobile number of contact person	

Form 3: Compliance sheet for pre-qualification criteria

[Please customize this list on the basis of guidance provided in section 1.7 of this document]

#	Basic requirement	Documents required	Provided (Yes/No)	Reference & page number
1	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate		
2	Sales turnover in system integration	Extracts from the audited balance sheet and profit & loss; OR Certificate from the statutory auditor		
3	Board of resolution OR Power of attorney	Board resolution OR Power of attorney		
4	Sales turnover	Certificate from the statutory auditor		
5	Net worth	Certificate from the statutory auditor		
6	Technical capability	Completion certificates from the client; OR Work order + Self certificate of completion (Certified by the statutory auditor); OR Work order + Phase completion certificate from the client		
7	Certifications	Copy of certificate		
8	Debarment	A self-certified letter		
Optional				
1	Pre-contract integrity pact	Integrity pact in the prescribed format		
2	Manpower strength	Self-certification by the authorized signatory		
3	Power of attorney in favour of lead member	Power of attorney in favour of lead member		

Form 4: Integrity pact

INTEGRITY PACT

This pre-contract agreement (hereinafter called the "Integrity Pact" or "Pact") is made on <<day>> of <<month, year>>, between, on one hand, the President of India acting through <designation and department> Purchaser (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s <<bidder's legal entity >> represented by <<name and designation>> (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to engage the Managed Service Provider (MSP) for implementation and operations management of the Project and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

    1.1   The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

    1.2   The BUYER will, during the pre-contract stage, treat all the BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

    1.3   All the officials of the BUYER will report to the appropriate Government office any

attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of the BIDDER

3. The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.4 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation,

contracting and implementation of the contract.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

For the purposes of clauses 3.11 & 3.12, the listed words shall have the ascribed meanings as follows:

i) "employee of such BIDDER or any person acting on behalf of such BIDDER" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.

ii) "officers/employee of the BUYER", means only those persons who are involved in the bid process / Project.

iii) "financial interest/stake in the BIDDER's firm" excludes investment in securities of listed companies".

4. **Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (EMD)**

5.1 The Bidder's EMD of Rs. <value> deposited along with the bid shall remain valid till the submission of performance guarantee by the BIDDER.

5.2 In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be

applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.3 Within 21 days of the receipt of notification of award from the employer, the successful Bidder shall furnish the performance security equal to <10 per cent> of the value of contract from a commercial bank in accordance with the conditions of the Agreement, in the proforma prescribed at Annexure 3 of Volume – I of the RFP.

5.4 Performance security should remain valid from date of execution of Contract to the expiry of 60 days after the date of completion of all contractual obligations including warranty obligations.

5.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Performance Security for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be require to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any

middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 Shri <Name> has been appointed as Independent External Monitor (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services in the <Purchaser's entity>. His contact details are as under:
<Name>
<Address>
<Contact details>

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he

will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto <X years> or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

Buyer	BIDDER
Name of Officer	CHIEF EXECUTIVE OFFICER
Designation	
Dept/Ministry/PSU	

WITNESS	WITNESS
1.	1.
2.	2.

* Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents for foreign suppliers.

Structure of Template of RFP Document

When do we need an RFP?

An RFP is used for procurement under the following typical circumstances:

- Scope of work and deliverables are standard, reasonably well known and/or can be clearly defined
- Budget is known, approved OR availability of budget is assured
- Need to procure the most economical tender, through open competitive bidding - generate adequate buying advantage by ensuring competition amongst at least with 3 to 5 Bidders.
- If all the above is applicable and estimated value of the assignment is less than Rs. 25 lakhs, then the Purchaser can directly release this RFP instead of releasing the EOI and then RFP [as per Rule 183, GFR(2017), Section II (procurement of Services)]. This RFP may consist of technical evaluation criteria and/or pre-qualification criteria with financial details.

How to use this RFP?

This model RFP has been prepared for Purchaser / Nodal Agency to engage a systems integration agency for providing turnkey solutions. This model RFP should be used as a template for creation of RFP. The user of this template should refer to the "Guidance Notes: Model RFP Templates for Implementation Agencies" for providing necessary information. A draft agreement has been provided separately in Annexure I.

What are typical contents of a RFP?

S. No.	Document Structure	Desirability	Reference
1.	Fact Sheet	Mandatory	Refer Section 2.1
2.	Background Information	Mandatory	Refer Section 2.4
3.	Instruction to Bidder	Mandatory	Refer Sections 2.5, 2.7, 2.9, 2.12, 2.16, 2.17, 2.18
4.	Pre- Qualification	Mandatory	Refer Section 2.6.1
5.	Criteria for Technical Evaluation	Mandatory	Refer Section 2.6.2
6.	Scope of Work	Mandatory	Refer Section 2.8
7.	Deliverables & Timelines	Mandatory	Refer Section 2.9. 2.10, 2.13, 2.15
8.	Payment Schedule	Mandatory	Refer Section 2.14
9.	Service Level Agreements (SLAs)	Mandatory	Refer Section 2.11
10.	Commercial Bid Format	Mandatory	Appendix II
11.	Checklist for Submission	Mandatory	Appendix I, Form 1 & 4
12.	Contract Agreement	Mandatory	Annexure I
13.	Success Fee	Optional	Refer Section 2.14

How do I customize this RFP in case I need to follow two Stage bidding?

In case the procuring agency / nodal agency is following a two stage bidding, then the "Expression of Interest" template should be used in 1st stage and RFP template should be used 2nd stage. However in the response to first stage, the commercial bid is not to be filled and the same needs to be mentioned explicitly in the concerned section.

As per Rule 164, the procedure for two stage bidding shall include the following, namely:

a. in the first stage of the bidding process, the Ministry/Department shall invite bids through advertised tender containing the technical aspects and contractual terms and conditions of the proposed procurement without a bid price;

b. all first stage bids, which are otherwise eligible, shall be evaluated through an appropriate committee constituted by the Ministry/Department;

c. the committee may hold discussions with the bidders and if any such discussion is held, equal opportunity shall be given to all bidders to participate in the discussions;

d. in revising the relevant terms and conditions of the procurement, the procuring entity shall not modify the fundamental nature of the procurement itself, but may add, amend or omit any specification of the subject matter of procurement or criterion for evaluation;

e. in the second stage of the bidding process, the procuring entity shall invite bids from all those bidders whose bids at the first stage were not rejected, to present final bid with bid prices in response to a revised set of terms and conditions of the procurement;

f. any bidder, invited to bid but not in a position to supply the subject matter of procurement due to modification in the specifications or terms and conditions, may withdraw from the bidding proceedings without forfeiting any bid security that he may have been required to provide or being penalised in any way, by declaring his intention to withdraw from the procurement proceedings with adequate justification.

<Name of the proposed e-Governance Project>

<File reference No.>

2.0

[Template Document for Request For Proposal For Selection of System Integrator]

S. No.	Particular	Details
1.	Start date of issuance / sale of RFP document	< Date >
2.	Last date for Submission of Queries	< Date >
3.	Pre-Bid Conference	< Date >
4.	Issue of Corrigendum	< Date >
5.	Last date for issuance / sale of RFP Document	< Date >
6.	Last date and time for RFP Submission	< Date >
7.	Date and time of opening of Pre-Qualification bids	< Date >
8.	Date and time for opening of Technical bids	< Date >
9.	Date and time for opening of Commercial bids	< Date >

2 Model Request for Proposal Document for selection of System Integrator

As per GFR 2017, Rule 148 & 149 it now compulsory to procure goods and services as available in the GeM. Hence the procurer should first satisfy himself that an RFP is required to be published in conformance with the GFR 2017.

Rule 148	DGS&D shall conclude rate contracts with the registered suppliers for such goods, which are not available on GeM, and are identified as common use items and are needed on recurring basis by various Central Government Ministries or Departments. DGS&D will furnish and update all the relevant details of the rate contracts on its website. The Ministries or Departments shall follow those rate contracts to the maximum extent possible.
Rule 149	……. "The Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM." …….

2.1 Fact Sheet

[The bidders should be provided with this **Fact Sheet** comprising of important factual data on the tender.]

Clause Reference	Topic
<Section 2.6.4>	**The method of selection is: <Type Method of Selection>** *[Refer: Section 2.6.1.1. of "Guidance Notes : Model RFP Templates for Implementation Agencies" for method of selection]* Shortlisted firm/entity may associate with other shortlisted firm *[relevant only in the case where EOI process has been completed previously]*: Yes ___ No ___ *[**Optional:** The Financial Proposal shall not exceed the available budget of: <insert the available budget>.]*
<Section 2.5.4.2>	RFP can be Downloaded from *<website address>* and www.eprocure.gov.in. Bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal. [OR] Collected from the following address on or before <indicate date, time> : <Name>

Clause Reference	Topic
	<Designation> <Address> <Phone Nos.> <Fax Nos.> <email id> by paying the document Fee of Rs. <Amount> by Demand Draft in favour of <Bank Account Name> and payable at <Location / City> from any commercial bank.]
<Section 2.5.453>	EMD of Rs. (*amount*) in the form of Demand Draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS).
<Section 2.10>	Procurement is linked to <Deliverables>
<Section 2.10>	The assignment is phased: Yes _____ No_____ [*If yes, indicate the phasing*]
<Section 2.5.3>	A pre-bid meeting will be held on < indicate date, time, and venue> The name, address, and telephone numbers of the nodal officer is: <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id> All queries should be received on or before <indicate date, time>, either through post, fax or email.
<Section 2.16>	The Purchaser/Department envisages any downstream work: Yes __ No ___ [*If yes, outline in the "Terms of Reference" the scope, nature, and timing of future work*] [*Also indicate, whether the downstream work would constitute "Conflict of interest".* **Refer: Section 2.5.10 of "Guidance Notes : Model RFP Templates for Implementation Agencies"** *for details on "Conflict of Interest"*]
<Section 2.5.5.2>	Proposals should be submitted in the following language(s): <*Insert language*>
<Section 2.14>	Taxes: <As applicable>
<Section 2.5.7.2>	Proposals must remain valid <days> [*Normally between 60 and 90 days*] after the submission date, i.e., until: <insert the date>
<Section 2.5.4.5>	**<Option 1: In case of online submission>** Bidders must upload and submit on the eProcurement portal <*URL*> all the items (documents), as per the folder structure specified on the eProcurement portal.

Clause Reference	Topic
	<Option 2: In case of physical submission> Bidders must submit: • An original and *<one>* additional copies of each proposal along with *<one>* copy of non-editable CD for prequalification & technical Proposal • One original copy of the commercial proposal
<Section 2.5.5>	The proposal submission address is: <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.
<Section 2.5.5>	Proposals must be submitted no later than the following date and time: <insert the date and time> 2.1.1 **<In case of online submission>:** Proposals submitted after <insert the date and time> will not be accepted by the eProcurement portal

2.2 Request for Proposal

Sealed tenders are invited from eligible, reputed, qualified <Information Technology (IT) firms with sound technical and financial capabilities for design, development, implementation and maintenance of an end to end IT solution along with the establishment and operation of related outsourced process operating units> as detailed out in the scope of work under Section 2.7 of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in Section 2.6.1 of this RFP document.

2.3 Structure of the RFP

This RFP document for the project of <Name of the Assignment> for the Purchaser comprises of the following.

i. Instructions on the bid process for the purpose of responding to this RFP. This broadly covers:
    a. General instructions for bidding process
    b. Bid evaluation process including the parameters for pre-qualification, technical evaluation and commercial evaluation to facilitate the Purchaser in determining Bidder's suitability as the implementation partner
    c. Payment schedule
    d. Commercial bid and other formats

ii. Functional and technical requirements of the project. The contents of the document broadly cover the following areas:

a. About the project and its objectives

b. Scope of work for the implementation agency

c. Functional and Technical requirements

d. Project Schedule

e. Service levels for the implementation partner

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating Bidder's suitability to become the implementation partner of the Purchaser.

iii. Master Service Agreement (MSA), Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA).(provided separately in Annexure I)

The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2.4   Background information

[Refer: Section 2.4.3 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for providing necessary information]

2.4.1   Basic Information

a) Purchaser invites responses ("Tenders") to this Request for Proposals ("RFP") from reputed Information Technology (IT) companies/ systems implementation agencies ("Bidders") for the provision of <e-Governance System Implementation Services> as described in Section 2.8 of this RFP, "Scope of Work" ("the System Implementations/Turnkey Solutions").

b) Any contract that may result from this Government procurement competition will be issued for a term of <insert relevant period> ("the Term").

c) The Purchaser reserves the right to extend the Term for a period or periods of up to <insert relevant period> with a maximum of <insert relevant period> such extension or extensions on the same terms and conditions, subject to the Purchaser's obligations at law.

d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

2.4.2   Project Background

[The "Project Background" should give project details around
- *Need for the solution, product(s) and services*
- *Solution components with functional overview of each component*
- *Expected outcome of the implemented solution]*

2.4.3　Key Information

[The Introduction section should lay down:
- *Prime Objective of the project*
- *When was the program initiated/sanctioned*
- *Background about the Government program / initiative in terms of business challenges, issues faced and lack of efficiency etc*
- *Project Dependencies*
- *Stakeholder Details*
- *Funds and sponsors for program - The estimated number of professional staff-months required for the assignment OR the sanctioned budget*
- *Any downstream work expected from this assignment and any potential "Conflict of Interest" situation emerging from that*
- *The inputs /facilities which would be provided to the successful Bidder on award of this contract]*

2.4.4　About the Department

[The "About" section contains the organizational profile of the Government entity/Department which is the end buyer and implementer of the procured solution.
The section should explain facts and figures about the Government entity in terms of its
- *Vision and organizational objectives*
- *Key Functions of the Department*
- *Organization structure of the Department (Comprising divisions/directorates etc.)*
- *Manpower strength*
- *Activities of the Department*
- *Geographical spread and operating locations]*

[The Purchaser should also share the DPR or any feasibility study carried out in the RFP. This would help in highlighting any gaps made in the DPR and also ensure that the solution is not "overspeced". It may be noted that currently the quality of DPR is such that it is focused only for meeting the administrative requirements of approving a project. Consequently this often results in a situation where the financial bids are higher than the amount budgeted. Hence an appropriate mechanism needs to be institutionalized which helps in bridging the gap or provides an opportunity to allocate budget after the price discovery]

2.5　Instructions to Bidders

2.5.1　General

a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2.5.2 Compliant Proposals / Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
   i. Include all documentation specified in this RFP;
   ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
   iii. Comply with all requirements as set out within this RFP.

2.5.3 Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes
   a. prohibition of
      i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
      ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
      iii. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
      iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

<p style="margin-left:2em;">v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.</p>

<p style="margin-left:2em;">vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.</p>

<p style="margin-left:2em;">vii. obstruction of any investigation or auditing of a procurement process.</p>

<p style="margin-left:2em;">viii. making false declaration or providing false information for participation in a tender process or to secure a contract;</p>

b. disclosure of conflict of interest.

c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

2.5.4 Pre-Bid Meeting & Clarifications

2.5.4.1 Pre-bid Conference

a. Purchaser shall hold a pre-bid meeting with the prospective Bidders on <Date, Time> at <Address of the Venue>.

b. The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) at
<Name, Address, Fax and email id of the Nodal Officer>
by post, facsimile or email on or before
<Date & time>

c. The queries should necessarily be submitted in the following format:

S. No.	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification
1.			
2.			
3.			
4.			
5.			
6.			

d. Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

2.5.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

a. The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.

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

c. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <website address of procuring organisation>, GeM and www.eprocure.gov.in and may be emailed to all participants of the pre-bid conference.

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

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

[The clarification offered at the pre-bid conference should also be recorded [preferably video recording] and kept for record purposes.

Further, the Purchaser should ensure clear scope and specific responses to Bidder queries. Clarifications on scope of work which say "as per RFP" should not be encouraged (only if there is a request for change in terms / condition, then "as per RFP" should be allowed). If Bidders raise doubts about the scope, these should be addressed.]

2.5.5 Key instructions of the bid

2.5.5.1 Right to Terminate the Process

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

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

2.5.5.2 RFP document fees

a. The RFP documents have been made available for download without any fee from the website <Website address of organisation> and www.eprocure.gov.in.

b. The demand draft of RFP document fees (if any, as mentioned in the Fact Sheet) should be submitted along with the bidder's proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

2.5.5.3 *Earnest Money Deposit (EMD)/ Bid Security*

[GFR Rule 170: Bid Security
(i) To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. The bidders should be asked to furnish bid security along with their bids. Amount of bid security should ordinarily range between two percent to five percent of the estimated value of the goods to be procured. The amount of bid security should be determined accordingly by the Ministry or Department and indicated in the bidding documents. The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.
(ii) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
(iii) In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.]

a. Bidders shall submit, along with their Proposals, an EMD of Rs. <Amount figure and words> only, in the form of a demand draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS). The payment transfer related information is as follows :
    i. EMD BG in the format specified in Appendix I: Form 3 issued by a commercial bank in favour of <Beneficiary Account details>. The EMD BG should remain valid for a period of 45 days beyond the final tender validity period.
    ii. Demand Draft/Banker cheque : Payable at <Location/city>
    iii. Electronic Bank Guarantee under Structured Financial Messaging System (SFMS) : < details>
b. EMD of all unsuccessful Bidders would be refunded by the Purchaser within <Time Period > of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.
c. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
d. Proposals not accompanies with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
e. The EMD may be forfeited in the event of:
    • A Bidder withdrawing its bid during the period of bid validity

- A successful Bidder fails to sign the subsequent contract in accordance with this RFP
- The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
- A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

2.5.5.4 Inclusion of MSMEs in Project Delivery

Bidders are encouraged to include Micro, Small & Medium Enterprises (MSMEs) in the delivery of the project by Subcontracting or Outsourcing a certain value of the total contract. The MSME partner should be registered under the Micro Small Medium Enterprise Act, 2006.

This encouragement may in form of extra marks provided in the evaluation criteria. This is in addition to the tax exemptions/benefits (if any) for sub-contracting to the MSMEs which the Bidder may be entitled to receive under applicable law, and relaxation for Bid Security.

*[This is a successful good practice in many developed nations where they put a minimum limit for outsourcing work to MSME upto 20+% of the estimated value of the project for the MSME. This has been done successfully to encourage the MSME sector. **Refer: Section 2.4.4.5 of "Guidance Notes: Model RFP Templates for Implementation Agencies"** for Guidance on inclusion of this clause]*

2.5.5.5 Submission of Proposals

[GFR, 2017 (Rule 160) E-Procurement:
(i) It is mandatory for Ministries/ Departments to receive all bids through e-procurement portals in respect of all procurements.
(ii) Ministries/ Departments which do not have a large volume of procurement or carry out procurements required only for day-to-day running of offices and also have not initiated e-procurement through any other solution provided so far, may use e-procurement solution developed by NIC (GePNIC). Other Ministries/ Departments may either use e-procurement solution developed by NIC or engage any other service provider following due process.
(iii) These instructions will not apply to procurements made by Ministries / Departments through DGS&D Rate Contracts.
(iv) In individual case where national security and strategic considerations demands confidentiality, Ministries/ Departments may exempt such cases from e-procurement after seeking approval of concerned Secretary and with concurrence of Financial Advisers.
(v) In case of tenders floated by Indian Missions Abroad, Competent Authority to decide the tender, may exempt such case from e - procurement.

Accordingly, Ministries / Departments should receive all bids through e-procurement portals in respect of all procurements. However, when not possible, other appropriate methods of bid submission may be used, with proper approvals and reasons in writing. Relevant options have been provided below, which needs to be customized.]

<Option 1: In case of Online Submission on e-Procurement portal>

Bidders should submit their responses as per the procedure specified in the e-Procurement portal (specify URL) being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:

- Tender Fee
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The <User Department> will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

<div align="center">

OR

</div>

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

a. Bidders should submit their responses as per the formats given in this RFP in the following manner:
   - Response to pre-qualification criterion : (1 original + <1> copies + <1> CD) in first envelope
   - Technical Proposal - (1 original + <1> copies + <1>CD) in second envelope
   - Commercial Proposal - (1 original) in third envelope

b. The Bidder's Proposal in response to pre-qualification, technical and commercial evaluation (as mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of the Proposal should also be marked as "Original" OR "Copy" as the case may be.

c. Please note that prices should not be indicated in the pre-qualification proposal or technical proposal but should only be indicated in the commercial proposal.

d. The three envelopes containing copies of pre-qualification Proposal, technical Proposal and commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for <Name of the assignment> - < RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time>".

e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is found to be received after the time and date of Proposal submission prescribed herein.

f. All the pages of the Proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

g. The original Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialled by the authorised signatory of the Bidder.

h. All pages of the bid including the duplicate copies, shall be initialled and stamped by the authorised signatory of the Bidder.

i. In case any discrepancy is observed by the Purchaser in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by the Purchaser in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

2.5.5.6 Bidder's authorised signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

2.5.6 Preparation and submission of Proposals

2.5.6.1 Proposal preparation costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.5.6.2 *Language*

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

2.5.6.3 *Venue & Deadline for Submission of Proposals*

<Option 1: In case of Online Submission on e-Procurement portal>

In case of e-Procurement, the response to RFPs must be submitted on the eProcurement portal (specify URL) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to the Purchaser at the address specified below:

Addressed To	<Name of Person/Designation to be addressed to>
Name	Purchaser
Address	<Address>
Telephone	<Telephone No.>
Fax Nos.	<Fax No.>
Email ids	<email id>
Last date & time of submission	<Date> before <Time>

2.5.6.4 *Proposals submitted after designated time of submission*

<Option 1: In case of Online Submission on e-Procurement portal>

Bids submitted after the due date will not be accepted by the e-Procurement system (*mention URL*) and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

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

b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

c. The Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

d. The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

2.5.7   Deviations

The Bidder may provide deviation to the contents of the RFP document in the format prescribed in Form 12.

The Purchase Committee would evaluate and classify them as "material deviation" or "non material deviation". In case of material deviation, the committee may decide to "monetize" the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as non-responsive.

The Bidders would be informed in writing on the committee's decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed   to withdraw the deviations submitted without the prior consent of the Purchaser.

In case of non-material deviations, the deviations would form a part of the proposal & subsequent agreement.

2.5.8   Evaluation process

a. The Purchaser will constitute a committee to evaluate the responses of the Bidders (Purchase Committee).

b. The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.

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

d. The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals.[1]

e. The Purchase Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.

f. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

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[1] As per "Good practices", the evaluation process does not comprise of Presentations, as it biasing towards a particular bidder on the basis of good presentation. It may be noted that presentations are not contractually binding, unless a) they are communicated to the bidders b) video recorded to capture the entire proceedings

2.5.8.1   Proposal opening

The Proposals submitted up to <Time> on <Date> will be opened at <Time> on <Date Time> by the Nodal Officer or any other officer authorized by the Purchaser, in the presence of the Bidder's representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

2.5.8.2   Proposal validity

The offer submitted by the Bidders should be valid for minimum period of <90> days from the date of submission of the Proposal.

2.5.8.3   Proposal evaluation

a.   Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:
   - submitted in manner not conforming with the manner specified in the RFP document
   - Submitted without appropriate EMD as prescribed herein
   - received without the appropriate or power of attorney
   - containing subjective/incomplete information
   - submitted without the documents requested in the checklist
   - non-compliant with any of the clauses stipulated in the RFP
   - having lesser than the prescribed validity period.
   The EMD of all non-responsive bids shall be returned to the bidders.

b.   All responsive Bids will be considered for further processing as below.
   < Purchaser> will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

*[**Refer: Section** 2.4.4 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for Guidance on" Instruction to the Bidders"]*

2.6 Criteria for evaluation

2.6.1 Pre-qualification (PQ) criteria

[Refer: Section 2.5 of "Guidance Notes: Model RFP Templates for Implementation Agencies" before finalization of the criteria]*

S. No.	Basic requirement	Specific requirements	Documents required
1	Legal Entity	Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 Registered with the Service Tax Authorities Should have been operating for the last three years. *[Refer: Section 2.5.8 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to Legal entity]*	- Certificates of incorporation Registration Certificates
2	Sales turnover in system integration	Annual sales turnover generated from services related to System Integration during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. <value>. This turnover should be on account of Information and Communication Technology systems development and implementation (i.e. revenue should be on account of system Integration/turnkey solutions or products and their associated maintenance or implementation services, packaged software etc.) only. *[Refer: Section 2.5.2 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to SI related Turnover]*	Extracts from the audited balance sheet and profit & loss; OR Certificate from the statutory auditor
3	Sales turnover	*[Refer: Section 2.5.1 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to Sales Turnover]*	Certificate from the statutory auditor
4	Net worth	*[Refer: Section 2.5.1 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to Net worth]*	Certificate from the statutory auditor
5	Technical capability	Systems implementation agency must have **successfully completed at least the following numbers of ICT systems development and Implementation engagement(s)** of value specified herein : - One project of similar nature not less than the amount <value equal to 80% of estimated cost>; OR - Two projects of similar nature not less than the amount equal <value equal to 60% of estimated cost>; OR - Three projects of similar nature not less than the amount equal <value equal to 40% of estimated cost>	Completion certificates from the client; OR Work order + Self certificate of completion (Certified by the statutory auditor); OR Work order + phase

S. No.	Basic requirement	Specific requirements	Documents required
		<Provide the definition of "similar nature" to bring in the relevance factor required for this project> *[Refer: Section 2.5.3 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to Technical Capability]*	completion certificate from the client
6	Certifications	The certifications should be valid on the date of bid submission *[Refer: Section 2.5.6 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to Certifications].*	Copy of certificate
7	Debarment	*[Refer: Section 2.5.7 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to debarment* *It may be noted that as per GFR 2017, Rule 151* *1. DGS&D is to maintain the list of debarred bidders who have been convicted of an offence (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.* *2. A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity* *]*	A Self Certified letter that the bidder (or any of its successor) is not in the active debarred list 1 Published by DGS&D or Central Public Procurement Portal; or 2 Procuring Ministry / Department
Optional			
6	Consortiums	*[Refer: Section 2.5.9 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to Consortiums]*	-
8	Manpower Strength	*[Refer: Section 2.5.5 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to Manpower Strength]*	Self Certification by the authorized signatory with clear declaration of staff – year wise, level/designation wise.
9	Integrity Pact	*[Refer: Section 1.4.11 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for more information under this section]*	Integrity pact in the prescribed form

[It may be noted that the Pre-qualification criteria should not be put for cases while short-listing of Bidders has already been carried out through Expression of interest. In case, where EOI has not been carried out, a Pre-Qualification criterion may be kept.

Moreover, the pre-qualification criterion should not be mandated where the RFP document is to be shared with the empanelled list]

2.6.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical and Financial evaluations.

[During the discussion with various stakeholders, it emerged that evaluation criterion is to be carefully designed. Discussions were held on the merit of each criterion and how does it help the Purchaser in getting the most suitable agency to execute the assignment. Accordingly several prevalent Technical evaluation criterions were rationalized (dropped or change in the weightage of marks allocated).

In case the Purchaser seeks to introduce new evaluation criterion or re-allocate the marks, the Purchaser should assure itself that the change does not lead to restriction in the competition.

The "litmus test" for drawing up the requirements for "Company profile" below should be that Nodal officer should assure himself that at least 8 Bidders would be able to score minimum qualifying marks]

2.6.3 Scoring Model

[The evaluation criterion has to be chosen very carefully, as it defines the filtering criterion on which the final Implementation Agency (IA) is to be shortlisted. As, System Integration projects are often complex in nature, with inadequate clarity on the solution, the following category of procurement may be considered, based on circumstances. However, as GFR 2017, does not have explicit guidelines on Quality & Cost based Selection (QCBS) under procurement of goods, appropriate approvals should be taken, for adopting QCBS procurement.

Please refer GFR, 2017, Rule 173 (xvi) and 192 in this regard. Further relevant guidelines on scoring model are provided in Cl. 2.6.2, Technical Evaluation Criteria of "Guidance Notes: Model RFP Templates for Implementation Agencies"

CATEGORY ONE

Under this category, the RFP is for projects where there is high level of clarity on the technology and the solutions. These would be typical implementation of COTS/ERP projects OR any State MMPs which has already been implemented in 3-4 States. In such projects, the risk of technology feasibility is less.

These RFPs should provide clarity on the solution to be deployed and provide a Bill of Material, to minimize the ambiguity for the Bidders. Further the Evaluation should give a higher weightage to the previous experience in similar projects and may also reach out to the clients of the bidding agencies to evaluate the customer satisfaction.

Typically these should be on L1 basis.

CATEGORY TWO
Under this category, the RFP is for projects where there is inadequate clarity on the solution.
For e.g. these may be any large scale implementation of any Central MMP. These are risky projects and should be on QCBS evaluation <70:30> (Quality: Cost). In such projects a due diligence should be done on the critical parameters of the project covering System Functionality, Technology, Country Specific implementation experience, Training methodology, Performance in Proof of concept (in case PoC has been carried out), Certifications, Past experience of the vendor in executing similar assignments, Size of those assignments, Profile of team members and Project Methodology. The Proposal Evaluation committee in this case should have expertise or should have access to expertise to objectively evaluate various solutions & their components proposed by various Bidders. QCBS evaluation method should be adopted, only after approval from the competent authorities.

The technical evaluation criterion for both categories of RFP is provided below. These may be customized and used as a template to finalize with the help of the Guidance Note.]

SUGGESTED TECHNICAL EVALUATION

[These criterion has been developed for a tender for which the scope of work involves Hardware supply & commissioning, software development, system integration & maintenance.

The X1, X2 and X3 values in the table below has to be filled in such a manner that a) it is above the value provided in the eligibility criterion b) it allows at least <8 agencies> to score minimum marks for the criterion]

CATEGORY ONE

S. No	Criteria	Basis for valuation	Max marks	Supporting
	COMPANY PROFILE		**10**	
1.	Average turnover from System Integration/ICT Systems Development and Implementation Work in last 3 years (Turnover in Rs Crores)	Greater than or equal to <X1>: 10 marks Between X2 and X1: 8 marks Between X3 and X2 : 6 marks Less than X3: 0 marks	10	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor

S. No	Criteria	Basis for valuation	Max marks	Supporting
		[X1>X2>X3 and are average Revenue Turnover for last 3 financial years]		
	RELEVANT STRENGTHS		**60**	
2.	Hardware and Network Equipment Supply & maintenance services to be demonstrated in a maximum of <5 Nos.> engagements of value more than Rs. <50% of the estimated value of the hardware being procured under this project>.The work order should have been issued within the last 5 years, as on <date>. The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met. **Weightages (W)** In case project is completed and letter of satisfaction available : 100% weightage In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80% weightage In case project in progress and the Work Order is between 12- 18 months old and letter of satisfaction available: 50% weightage In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: 25% weightage	When No. is : equal to or more than 5 projects : 20 marks equal to 4 projects : 16 marks equal to 3 projects : 12 marks equal to 2 projects : 8 marks Less than 2 projects : 0 marks The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.	20	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
3.	Software Development & maintenance services to be demonstrated in a maximum of <Nos.> engagements of	When No. is : equal to or more than 5 projects : 20 marks	20	Completion Certificates from the client; OR Work Order + Self

S. No	Criteria	Basis for valuation	Max marks	Supporting
	value more than <50% of the estimated value of the Software being procured under this project> that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience. The work order should have been issued within the last 5 years, as on <date>. **Weightages (W)** In case project completed and letter of satisfaction available: 100% In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80% In case project in progress and the Work Order is between 12- 18 months old and letter of satisfaction available: 50% In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: 25%	equal to 4 projects : 16 marks equal to 3 projects : 12 marks equal to 2 projects : 8 marks Less than 2 projects : 0 marks The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.		Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
4.	Turnkey services to be demonstrated in a maximum of <Nos.> engagements of value more than <50% of the estimated value of the turnkey services being procured under this project> that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience. The work order should have been issued within the last 5 years, as on <date>.	When No. is : equal to or more than 5 projects : 20 marks equal to 4 projects : 16 marks equal to 3 projects : 12 marks equal to 2 projects : 8 marks Less than 2 projects : 0 marks	20	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client

S. No	Criteria	Basis for valuation	Max marks	Supporting
	Weightages (W) In case project completed and letter of satisfaction available: 100% In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80% In case project in progress and the Work Order is between 12-18 months old and letter of satisfaction available: 50% In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: 25%	The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.		
	APPROACH & METHODOLOGY		**20**	
5.	Solution Proposed Demonstration of understanding of the Department's requirements	Qualitative assessment based on Demonstration of understanding of the Department's requirements through providing: − Solution proposed and its components, − Technologies used, − Scale of implementation, − Learning on Issues − Challenges − Challenges likely to be encountered − Mitigation proposed − Client references:	15	A note
6.	Approach and Methodology to perform the work in this assignment	Qualitative assessment based on − Understanding of the objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement/Scope of Work − Completeness and responsiveness: The extent to which the	2.5	A note

S. No	Criteria	Basis for valuation	Max marks	Supporting
		proposal responds exhaustively to all the requirements of all the Terms of Reference		
7.	Project work break down structure	Qualitative assessment based on timelines, resource assignment, dependencies and milestones	2.5	A note
	RESOURCE PROFILE		**10**	
8.	Resume of all key technical resources proposed for the assignment	Qualitative assessment	10	
	INCLUSION OF MSME	Case to case basis		
9.	Bidder's inclusion of MSMEs in project delivery through allotment of at least <20%>[1] of contract value to the project	As per requirement.	As per requirement. [2 to 5 marks to be allotted]	Letter of evidence and commitment that MSME will be contracted for the required value of work.
	TOOLS & ASSETS	Case to case basis		
10.	Tools and Assets which could be leveraged for the assignment [for e.g. Test Case Builders, Effort Estimators, PMU Tool, Load testing etc., depending on the relevance to the Scope of work]	As per requirement.	As per requirement	A note and relevant supporting

CATEGORY TWO

S. No	Criteria	Basis for valuation	Max Marks	Supporting
1	System Functionality	Meeting the requirements of <department> in terms of how close the proposal is to the functional requirements for the solution as have been proposed for <department> (In case it is COTS, it should be measured by degree of customization required)	**20%**	**Compliance Note**
2	Technology	Demonstrated robustness of the technology	**20%**	**Note**

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[1]. The Government of India notified Public Procurement Policy for MSEs, vide Order dated 23.3.2012, for goods produced and services rendered by Micro & Small Enterprises (MSEs). The policy mandates that all the Central Ministries / Departments / CPSUs shall procure minimum of 20% of their annual value of goods / services required by them from Micro and Small Enterprises.

S. No	Criteria	Basis for valuation	Max Marks	Supporting
		deployed across other installations around the world, including – Scalability – Security – Ease of implementation		
3	India Specific Capabilities	Qualitative assessment based on the number of Projects of similar nature in India and size of those projects.	7%	Note; and Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
4	Industry Specific Capabilities	Qualitative assessment based on the Past experience of the Bidder in executing similar assignments, size of those assignments. *[The definition of "similar" should be such that it focuses on the areas which are "innovative" or where the technical feasibility is a challenge in the context of the project]*	7%	Note; and Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
5	Training	Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description	7%	Note
6	Certifications and Credentials	Relevant certifications (SEI-CMMi, ISO, etc)	7%	Copy of certificates
7	Profile of proposed team members	Relevant assignment experience / Years of experience / Number of Certifications in Technology specific to Solution proposed	20%	CVs

S. No	Criteria	Basis for valuation	Max Marks	Supporting
8	Project Methodology, Support and Documentation	Qualitative assessment based on − Understanding of the objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement/Scope of Work − Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference	**7%**	Note
9	Inclusion of MSMEs in Project Delivery	As per requirement.	7%	Letter of evidence and commitment that MSME will be contracted for the required value of work.

*[For detailed understanding on Evaluation of bids for **Category Two** and the mechanisms suggested therewith, please refer **Section 2.6.2.2 of "Guidance Notes : Model RFP Templates for Implementation Agencies"**]*

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least <The minimum marks to obtain for qualifying> in the (given) defined scoring mechanism would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

2.6.4   Commercial Bid Evaluation

a.   The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.

b.   If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

c.   [for QCBS evaluation]
  The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =
{(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}%
(Adjusted to two decimal places)

 [OR, in case of a Lowest Cost Based Selection Bid, the para c should be replaced by the following:
The SI Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment]

d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

e. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

f. Any conditional bid would be rejected

g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

2.6.5 Combined and Final Evaluation

Combined and Final evaluation is relevant for QCBS bids only.

[Refer: Section 2.6 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for providing necessary information for various evaluation models]

a. The technical and financial scores secured by each Bidder will be added using weightage of <70%> and <30%> respectively to compute a Composite Bid Score. *[The weightage of technical and financial scores should be customized by the Purchaser]*

b. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$<Bn = 0.70 * Tn + 0.30 * Fn>$$

[In case of 70% weightage to the technical score]

Where

Bn = overall score of Bidder

Tn = Technical score of the Bidder (out of maximum of 100 marks)

Fn = Normalized financial score of the Bidder

c. In the event the bid composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

2.7 Appointment of Systems Implementation Agency/Partner

2.7.1 Award Criteria

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

2.7.1.1 *Preference to domestically manufactured electronic products in Government procurement*

1) Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of the Ministry of Electronics and Information Technology (MeitY) Notification No.33(3)/2013-IPHW dated 23.12.2013 and the relevant Guidelines. A copy of the aforesaid Notifications/Guidelines and updated list of notified hardware can be accessed from MeitY website i.e. (www.meitY.gov.in/esdm). Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of this tender document.

2) The modalities through which the preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated are as follows:

a) The electronic products for which preference will be provided to domestic manufacturers shall be:

By MeitY

1. Desktop PCs
2. Dot Matrix Printers
3. Tablet PCs
4. Laptop PCs
5. Contact Smart Cards
6. Contactless Smart Cards
7. LED Products
8. Biometric Access Control/Authentication Devices
9. Biometric Finger Print Sensors
10. Biometric Iris Sensors

By DoT

1. Encryption/UTM platforms (TDM and IP)
2. Core/ Edge/ Enterprise routers
3. Managed Leased line Network equipment
4. Ethernet Switches (L2 and L3), Hubs, etc.
5. IP based Soft Switches, Media gateways
6. Wireless/ Wireline PABXs
7. CPE (Including WiFi Access points and Routers, Media Converters), 2G/3G Modems, Leased - line Modems, etc.
8. Set - Top Boxes
9. SDH/ Carrier- Ethernet/ Packet Optical Transport equipment
10. DWDM/CWDM systems
11. GPON equipment
12. Digital Cross- Connects/MUXs
13. Small size 2G/ 3G GSM based Base Station Systems
14. LTE based broadband wireless access systems (eNodeB, EPC, etc.)
15. (Access Point, Aggregation Block, Core Block, etc.)
16. Microwave Radio systems (IP/Hybrid)
17. Software Defined Radio, Cognitive Radio systems
18. Repeaters (RF/RF- over- optical), IBS, and Distributed Antenna system
19. Satellite based systems - Hubs, VSAT etc.
20. Copper access systems (DSL/DSLAM)
21. Network Management systems
22. Security and Surveillance communication systems(video and sensors based)
23. Optical Fiber Cable

b) The quantity of procurement for which preference will be provided to domestic manufactures shall be <insert number>% of the total tendered quantity.

c) Percentage of domestic value addition which qualifies the electronic product i.e......... to be classified as domestically manufactured shall be <insert number>% for the year 201 _-_ _.

d) The preference to DMEP shall be subject to meeting technical specifications and matching L1 price.

4) Bidders, claiming to bid in the status of domestic manufacturer, are required to give an undertaking in the format, given in Form 4, Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product.

Furnishing of false information on this account shall attract penal provisions as per Guidelines/ Notification.

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

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

2.7.3 Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

2.7.4 Purchaser Contract finalization and award

The Purchaser shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC).

On this basis the draft contract agreement would be finalized for award & signing.

[Refer: Section 2.4.4.3 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for information on this topic]

2.7.5   Performance guarantee

On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10 per cent of the total contract value, on or before the signing of the subsequent contract, typically within <15> days from notification of award, unless specified to the contrary (Performance Guarantee). In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at Appendix III. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.

The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

2.7.6   Signing of contract

 Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

2.7.7   Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the <Purchaser> shall invoke the PBG of the most responsive Bidder.

2.8   Scope of Work

In this Section, Scope of work is detailed out as follows:

<Insert scope of work>

[Scope of Work (SOW) is the most of important component of any tendering process. It is for this that the whole bidding process is entered – to execute the scope of work and deliver outcomes that the Government strives for.

Scope of work directly affects:
- *Time to deliver the project*
- *Cost of delivering the project*
- *Intended business outcome for the Government from the project*
- *Delivery of Citizen benefits/services*

Refer: Section *2.8 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for generic templates for Scope of Work, which may be referred or used as templates for drafting of Scope of work*

GFR Rule 176, Buy-Back: *When it is decided to replace an existing old item(s) with a new/better version, the department may trade the existing old item while purchasing the new one by issuing suitable bidding documents for this purpose. The condition of the old item, its location and the mode of its handing over to the successful bidder are also to be incorporated in the bidding document. Further, the bidder should be asked to quote the prices for the item (to be offered by them) with rebate for the old item and also, without any rebate (in case they do not want to lift the old item). This will enable the department either to trade or not to trade the old item while purchasing the new one.]*

2.9 Compliance to eGov standards

2.9.1 Single-Sign On: The application should enable single-sign-on so that any user once authenticated and authorized by system is not required to be re-authorized for completing any of the services in the same session. For employees of the department concerned, the browser based application accessed on the intranet, through single-sign-on mechanism, will provide access to all the services of the departments concerned (based on their roles and responsibilities), Help module, basic and advanced reporting etc. Similarly, for external users (citizens, etc), based on their profile and registration, the system shall enable single sign on facility to apply for various services, make payments, submit queries /complaints and check status of their applications.

2.9.2 Support for PKI based Authentication and Authorization: The solution shall support PKI based Authentication and Authorization, in accordance with IT Act 2000, using the Digital Certificates issued by the Certifying Authorities (CA) such as MTNL or NIC. In particular, 3 factor authentication (login id & password, biometric and digital signature) shall be implemented by the selected Bidder for officials/employees involved in processing citizen services as per the Functional requirement specification of the services specified in Section 2.8.

2.9.3 Interoperability Standards: Keeping in view the evolving needs of interoperability, especially the possibility that the solution shall become the focal point of delivery of services, and may also involve cross functionality with the e-Government projects of other departments / businesses in future, the solution should be built on Open Standards. Some of the states already have other applications deployed and running for delivering services to citizens. The SI shall ensure that the application developed is easily integrated with the existing applications. Every care shall be taken to ensure that the code does not build a dependency on any proprietary software, particularly, through the use of proprietary 'stored procedures' belonging to a specific database product.

2.9.4 Scalability: One of the fundamental requirements of the proposed application is its scalability. The architecture should be proven to be scalable (cater to increasing load of internal and external users and their transactions) and capable of delivering high performance for atleast four years from the date of deployment. In this context, it is required that the application and deployment architecture should provide for Scale-Up and Scale out on the Application and Web Servers, Database Servers and all other solution components. For pilot states, the scalability is very important and this aspect should be thoroughly tested before state wide roll out.

2.9.5 Security: The systems implemented for project should be highly secure, considering that it is intended to handle sensitive data relating to the citizens of the state. The overarching security considerations are described below.

I. The security services used to protect the solution shall include: Identification, Authentication, Access Control, Administration and Audit and support for industry standard protocols.

II. The solution shall support advanced user authentication mechanisms including digital certificates and biometric authentication.

III. Security design should provide for a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery and disaster recovery system.

IV. The solution should provide for maintaining an audit trail of all the transactions and should also ensure the non-repudiation of audit trail without impacting the overall performance of the system.

V. The overarching requirement is the need to comply with ISO 27001 standards of security.

VI. The application design and development should comply with Open Web Application Security Project [OWASP] top 10 principles.

A sample list of information security requirements is specified below. (Needs to be customized as per project requirements)

S.No.	Security Areas	Specifications
1.	**Physical Security**	• Client premises, should be physically secured by the SI.
2.	**Network Security**	• Appropriate firewalls, IPS, SSL devices etc. should be used to ensure Network security • The solution should support SSL encryption mechanism for transferring data across network and between client and server
3.	**System Security**	• Adequate access control procedures should be defined to secure the entire IT system, physically and logically. • The access controls procedures should cover all stages in the life-cycle of user access, from the initial registration of new users to the final de-registration of users who no longer require access to information systems and services. • The system should have 2 factor authentication mechanism either through One Time Password (OTP) or soft tokens based technologies for access control and user authentication.
4.	**Application Security**	• The solution should have appropriate authentication mechanisms • Application user authentication & authorization related transactions should be

		encrypted.
		• Operating system should be hardened on which the application is installed.
		• A web application firewall shall be deployed to secure the web-layer.
		• The web applications should be free from OWASP / SANS and CERT-IN web application vulnerabilities as released from time to time.
5.	**Audit Trails & Logs**	• Event logging should create an accurate record of user activity such as which users accessed which system, and for how long.
		• The solution should log all types of events especially those related to security
6.	**Data Protection**	• The solution should support SSL encryption mechanism for transferring data across network. Provision should be made to ensure that data in any form should not be copied on to any external media without authorization.
		• The data transferred across network should be encrypted using Public Key (PKI) Infrastructure.
		• Complete end point data protection should be provided at client site such that any type of data pilferage using unauthorized copying, storing and emailing could be prohibited.
		• Access to all system resources including data files, devices, processes and audit files should be provided to the intended users only.
		• All mobile applications should be designed and developed in a way that it ensures security of the application and data on the device.
		• Ensure to protect documents by assigning security parameters and criteria in order to provide more effective protection for an electronic document in order to maintain Confidentiality, Authorization, Accountability, Integrity, Authenticity and Non-repudiation.
7.	**Session Management**	• The system should limit to only one session per user or process ID.
		• The system should put a limit on the maximum time length of an idle session, which should ensure that automatic session termination takes place after expiry of the specific time length.
8.	**Data WareHouse Security**	• Users must not have access to the data warehouse prompt of the application. Access to the data warehouse prompt must be restricted only to the database administrator.
		• "Super user" rights for the data warehouse must only be given to the administrator and the activities of these accounts must be properly logged.

9.	Application Deployment	• All unused ports should be blocked at server machines. • The application server should be segregated from internet zone through firewall or other filtering mechanism.
10	Information Security Governance	• The employees working on the project should be made aware of his or her responsibilities with respect to Information Privacy and Information Security. • Employees working on the project shall undergo security awareness training during induction.
11	Storage Equipment	• All information storage media (e.g. hard disks, magnetic tapes, CD ROMs etc.) should be physically secured. • Physical access to magnetic tape, disk, CD libraries etc. should be restricted to authorized personnel.
12	Computing Environment	• All workstation hardware and associated peripheral equipment at Client site premises should be marked with a unique asset identification code. The asset identification code should follow a defined naming convention that would uniquely and appropriately identify the asset. • USB ports should be disabled on specified desktops / laptops at Client site premises, so as to prevent use of pen drives, external disk drives etc. • IT assets inventory must contain criticality of hardware in levels of importance (Confidentiality, Integrity and Availability).
13	Email Security	• Email must have protection from inbound and outbound email threats. It should report compliance violations by scanning all inbound and outbound email content and attachments for sensitive data, real-time protection from spam, phishing, viruses, spoofing, zombies, directory harvest (DHA), Denial of Service (DoS) and other attacks.
14	Virus Control	• Latest version of anti-virus should be installed on workstations and servers at Client premises. • The anti-virus software should run on network file servers on a regular basis (preferably daily).
15	Compliance to Security Standards	• Software/Hardware system should be in compliance with <ISO/IEC 27001:2015>.
16	Security Information and Event Management System (SIEM)	• SI should install SIEM for Real-time analysis of security alerts generated by applications and infrastructure.
17	Database Activity Monitoring	• SI should install DAM to monitor all database

	(DAM) Solution	activities and internal users with privileged access.

2.9.6 Application Architecture:

2.9.6.1 It has been proposed that the applications designed and developed for the departments concerned must follow some best practice and industry standards. In order to achieve the high level of stability and robustness of the application, the system development life cycle must be carried out using the industry standard best practices and adopting the security constraints for access and control rights. The various modules / application should have a common Exception Manager to handle any kind of exception arising due to internal/ external factors.

2.9.6.2 Similarly the modules of the application are to be supported by the Session and Transaction Manager for the completeness of the request and response of the client request. The system should have a module exclusively to record the activities/ create the log of activities happening within the system / application to avoid any kind of irregularities within the system by any User / Application.

2.9.7 Proposed Application Architecture:

An indicative 3-tier architecture (also referred to as multi-tier or N-tier architecture) has been proposed for the Application Solution.

The entire processing should take place in n-tier architecture:

I.   Front-end software (client tier) - responsible for the presentation of information, and provides user interface.

II.   Business Process / Service Layer – In the long SSDG may be used, as an Integrated Framework for delivery of Services.

III.   Application Layer – The Business logic for all the application as per the FRS document

IV.   Database Layer - responsible for the manipulation and storage of data.

2.9.8 High Level Design (HLD): Once the SRS are approved, the SI shall complete the High Level Designing and all HLD documents of all the functionalities, integration with existing application and external application. The SI shall prepare the HLD and have it reviewed and approved by the . State Nodal Office will sign off on the HLD documents based on the advice of SPMU.

2.9.9 Detailed (Low Level) Design (LLD): The LLD shall interpret the approved HLD to help application development and shall include detailed service descriptions and specifications, application logic (including "pseudo code") and UI design (screen design and navigation). The preparation of test cases will also be completed during this stage. The SI shall have the design documents reviewed and approved by the state Purchaser. State Purchaser will sign off on the LLD documents based on the advice of SPMU.

2.9.10 Test Plan: Once the SRS is approved and design is started, the SI shall prepare all necessary Test Plans (including test cases), i.e., plans for Acceptance Testing. Test cases for Initial and Final User Acceptance Testing shall be developed in collaboration with domain experts identified at the state Purchaser. Initial and Final User Acceptance Testing shall involve Test Case development, Unit Testing, Integration and System Testing, Functional testing of Application, Performance testing of the Application including measurement of all Service Levels as mentioned in this RFP and finally SI shall also carryout Load/ Stress testing. The SI will submit the test plans and test result reports to the state Purchaser for comprehensive verification and approval.

2.9.11 **Adherence to Open Source Standard:** The solution must be designed following open standards, to the extent feasible and in line with overall system requirements set out in this RFP, in order to provide for good inter-operability with multiple platforms and avoid any technology or technology provider lock-in.

2.9.12 Compliance with Government standards & policies

The solution must comply with all the relevant standards & policies of the Government related with e-Governance application development.

[An indicative list of standards and policies are given in cl. 2.9 e-Governance application features and architecture of Guidance Note]

2.9.13 Compliance with Industry Standards:

In addition to above, the proposed solution has to be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing. There are many standards that are summarised below. However the list below is for reference purposes only and is not to be considered as exhaustive.

- b. Portal development W3C specifications
- c. Information access/transfer protocols SOAP, HTTP/HTTPS
- d. Photograph JPEG (minimum resolution of 640 x 480 pixels)
- e. Scanned documents TIFF (Resolution of 600 X 600 dpi)
- f. Biometric framework BioAPI 2.0 (ISO/IEC 19784-1:2005)
- g. Latest HTML standards

2.9.14 Specification

- a) Finger print scanning IAFIS specifications
- b) Digital signature RSA standards
- c) Document encryption PKCS specifications IV. Information Security to be ISO 27001 compliant
- d) Operational integrity & security management to be ISO 17799 compliant
- e) IT Infrastructure management ITIL / EITM specifications VII. Service Management ISO 20000 specifications
- f) Project Documentation IEEE/ISO specifications for documentation
- g) While developing an application in response to this RFP, the SI shall adhere to all applicable policies and standards   published by Government of India, which includes:

  1. Ministry of Electronics and Information Technology, Government of India as updated from time to time. The latest version of the standards may be found at https://egovstandards.gov.in

  2. National Informatics Corporation The latest version of the standards may be found at web.guidelines.gov.in/

  3. Guidelines for Indian Government Websites (GIGW), available at : http://darpg.gov.in/sites/default/files/Guidelines_for_Government_websites_0_0.pdf

  4. "Policy on Open Application Programming Interfaces (APIs) for Government of India" available at: http://www.egazette.nic.in/WriteReadData/2015/164238.pdf

  5. "Policy on Adoption of Open Source Software for Government of India" available at URL http://www.egazette.nic.in/WriteReadData/2015/163746.pdf

6. "Policy On Collaborative Application Development by Opening the Source Code of Government Applications", available at :
   http://www.egazette.nic.in/WriteReadData/2015/164611.pdf
7. "Policy on Adoption of Open Source Software for Government of India", available at URL
   http://www.egazette.nic.in/WriteReadData/2015/163746.pdf

2.10 Key Personnel

[This section should be kept for large IT projects only which require the availability of personnel in the same role to work for more than 18 months.

It was observed by various stakeholders that resources proposed by the Bidders are rarely deployed during the project implementation. One of the reasons was that it is impractical that the Bidder would keep the resources on the bench in case there is a delay in the RFP Process. Hence as a solution, for large projects (involving more than 20 resources) the following is being proposed:

1. *The evaluation of the resources should be limited to the key personnel, who would work on the project (part time or full time). The RFP document shall identify the positions for the Key Personnel, against which the Bidder has to propose the CVs. However such position shall not be more than 15% of the total manpower expected to be deployed on the project.*
2. *In case the RFP process is completed as per timelines, the Bidder shall make available all the resources identified as Key resources for the project.*
3. *In case the RFP process is delayed beyond one month as per original timelines, then, the successful bidder would be entitled to propose equivalent or better resources to the Purchaser on or before contract execution*
   .]

2.10.1 Positions identified for Key personnel

<Insert position identified for Key Personnel>

2.10.2 Initial Composition; Full Time Obligation; Continuity of Personnel

a) <SI Vendor> shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.

b) <SI Vendor> shall use commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits and other conditions to its Key Personnel so as to incentivize them to remain in <SI Vendor>'s employment.

c) <SI Vendor> shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement

in the provision of the Services during the Term (or agree to any request other than from <Purchaser/Government department> that would have the same effect):

(i)   unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or

(ii)   without <Purchaser/Government department>'s prior written consent.

d)   <SI Vendor> shall promptly notify <Purchaser/Government department> of its intention to re-hire any member of the Key Personnel who had resigned from <SI Vendor> in the previous 12-month period. <Purchaser/Government department> shall have the right to request that any member of the Key Personnel who resigns and is re-hired by <SI Vendor> within 12 months of the resignation date be re-assigned to the provision of the Services.

2.10.3 Evaluations

a)   <SI Vendor> shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. <SI Vendor> shall provide reasonable written notice to <Purchaser/Government department> of the date of each evaluation of each member of the Key Personnel and <Purchaser/Government department> shall be entitled to provide <SI Vendor> with input for each such evaluation.

b)   <SI Vendor> shall promptly provide the results of each evaluation to <Purchaser/Government department>, subject to Applicable Law.

2.10.4 Replacement

a)   In case the resource has resigned then the Bidder has to inform within one week of such resignation.

b)   <SI Vendor> shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Key Personnel is not vacant for any longer than 30 days, subject to reasonable extensions requested by <SI Vendor> of < Purchaser >

c)   Before assigning any replacement member of the Key Personnel to the provision of the Services, <SI Vendor> shall provide < Purchaser > with:

(i)   a resume, curriculum vitae and any other information about the candidate that is reasonably requested by <Purchaser >; and

(ii)   an opportunity to interview the candidate.

d)   The Bidder has to provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this RFP document. Once this is confirmation, the Purchaser shall conduct an interview of the candidate and notify

<SI Vendor> within ten days after its interview (or if Purchaser does not request an interview within ten working days after <SI Vendor> has provided the information, then it would be deemed as accepted).

e) If <Purchaser/Government department> does object to the appointment, <SI Vendor> shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.

f) The Bidder has to ensure at least 4 weeks of overlap period in such replacements

2.10.5 High Attrition

a) If in the first 6 month period from the Contract Effective Date or in any rolling 12 months period during the Term, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with <Purchaser/Government department>'s prior written consent, <SI Vendor> shall:

(i) provide <Purchaser/Government department> with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by <SI Vendor> with any departing member of the Key Personnel; and

(ii) if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

2.11 Deliverables & Timelines

*[The Deliverables are inherently linked to the Scope of Work defined for the project. **Refer: Section**s 2.8.14 and 2.11.1 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for finalizing the Deliverables & Timelines]*

[However, for illustrative purposes, the Deliverables and Milestones populating format of a typical Turnkey Systems Implementation assignment is provided here]

Deliverable linked to Phases

S. No.	Phase	Milestone	Timelines
1.	Phase I/ <Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
2.	Phase II/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
3.	Phase III/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
4.	Phase IV/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
5.	Phase V/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
6.	Phase VI/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
7.	<Insert Phase No. or Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>

OR

Deliverables linked to Project Activity

S. No.	Project Activity	Deliverables	Timelines (from Signing of Contract)
1.	<Description of project activity>	<Name of outcome/deliverable from the project activity>	<Weeks/Months>
2.	<Description of project activity>	<Name of outcome/deliverable from the project activity>	<Weeks/Months>
		<Name of outcome/deliverable from the project activity>	<Weeks/Months>
3.	<Description of project activity>	<Name of outcome/deliverable from the project activity>	<Weeks/Months>
		<Name of outcome/deliverable from the project activity>	<Weeks/Months>
4.	<Description of project activity>	<Name of outcome/deliverable from the project activity>	<Weeks/Months>
		<Name of outcome/deliverable from the project activity>	<Weeks/Months>
5.	<Description of project activity>	<Name of outcome/deliverable from the project activity>	<Weeks/Months>
		<Name of outcome/deliverable from the project activity>	<Weeks/Months>

2.12 Service Level Agreement

<Insert Service Level Agreement on key services to be provided by the SI Vendor>

[The following also need to be clearly addressed when defining SLAs:

- ***Service Credit (Service penalties)*** *calculations in accordance with Severity Weights – discussed in Section 2.10.8 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for providing necessary information*
- ***Earn Backs on Service Credits*** *for overachieving SLAs – discussed in Section 2.10.9 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for providing necessary information*
- ***Service Level Dependency***, *which can adversely affect the achievement of SLA – discussed in Section 2.10.6.3 of "Guidance Notes : Model RFP Templates for Implementation Agencies"*
- ***Continuous Improvement of SLAs*** *to have improved base lines for next phase of SLA definitions – discussed in Section 2.10.11 of "Guidance Notes : Model RFP Templates for Implementation Agencies"]*

2.13 Minimum Qualifications for the Manpower

[The qualifications mentioned here are template purposes. The same may be customized based on the actual requirement of the project]

Manpower	Minimum Qualifications (illustrative)
Project Manager	• Minimum Education: MBA & B.Tech / B.E./MCA from a recognized institute • Total Exp: At least 10 yrs. • Languages known (Read, Write and Speak): Hindi, English, <local language> • Should have operating knowledge of computers and networking • Prior project management experience of at least 5 years of handling such large projects • Excellent writing, communication, time management and multi-tasking skills
Programmer	• MCA / B.Tech / BE (IT or CS) / Certified DBA with minimum of 5 years of work experience with 2 years or more as a DBA for an IT project. • At least 3 years of experience of working on proposed ERP / COTS solution.
System Analyst	• MCA / B.Tech / BE (IT or CS) / GNIIT, BCA with minimum 3 years of experience in support role for an IT project • Adequately skilled on the application platforms proposed for the project • Experience of System integration • Experience in IT infrastructure management, networking, trouble shooting, software applications support etc.
Database Administrator	• MCA / B.Tech / BE (IT or CS) / Certified DBA with minimum of 5 years of work experience with 2 years or more as a DBA for an IT project. • Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc.
Data Entry Operator	• Adequate computer skills and knowledge of application modules like DMS etc. • Rewrite content and update it • Must have good typing speed (at least 6000 key depressions per hour) • Should have good knowledge of MS office. • At least 4 to 5 months experience in data entry. • Should be comfortable in spoken and written English and <local language> • Accurately enter data from Hard Copies; maintain productivity and consistency; ensure quality; deliver on deadlines. • Candidate must be willing to learn & work under pressure.

2.14 Acceptance Testing and Certification

[It is suggested that the services of STQC may be explored as third party agency for certifications. In case the TPA is to be appointed through a tender, the RFP template for consultancy services (Deliverables) may be used for tendering purposes. In this section the word "Third party agency" means any external agency involved in "audit assessment it may be a single or separate agencies appointed for each of these activities]

The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:
 – Functional requirements
 – Localisation Compliance Review
 – Infrastructure (Hardware and Network) Compliance Review
 – Availability of the project Services in the defined locations
 – Performance
 – Security
 – Manageability
 – SLA Reporting System
 – Project Documentation (Design, development, configuration, training and administration manuals etc)
 – Data Quality Review

As part of Acceptance testing, performed through a third party agency, Purchaser shall review all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

The procedures and parameters for testing will be laid down by the Third Party Agency after approval from Purchaser; the solution deployed by the vendor has to satisfy third party acceptance testing upon which the system shall go-live, subject to Purchaser/Departmental approval.

The Department / Purchaser will establish appropriate processes for notifying the selected vendor of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the selected vendor to take corrective action. All gaps identified shall be addressed by the vendor immediately prior to Go-live of the solution. It is the responsibility of the selected Bidder to take any corrective action required to remove all shortcomings, before the roll out of the project.

It is to be noted that the involvement of the third party for acceptance testing and certification, does not absolve the vendor of his responsibilities to meet all SLAs as laid out in this RFP document.

It is to be noted that:

Purchaser may get the solution audited through a Third Party before Go-Live and periodically after Go-Live in order to ensure the success of the project. Such third-party agency for carrying out the acceptance testing and certification of the entire solution will be nominated by the Department. Following discusses the acceptance criteria to be adopted for the project as mentioned above. The list below is indicative and the activities will include but not be limited to the following:

Functional Requirements Review

The solution developed/customized by selected Bidder shall be reviewed and verified by the agency against the Functional Requirements signed-off between the Purchaser and the selected Bidder. All gaps, identified shall be addressed by the vendor immediately prior to Go-live of the solution. One of the key inputs for this testing shall be the traceability matrix to be developed by the vendor for the solution. Apart from Traceability Matrix, agency may develop its own testing plans for validation of compliance of system against the defined requirements. The acceptance testing w.r.t. the functional requirements shall be performed by independent third party agency (external audit) as well as the select internal department users (User Acceptance Testing) and system has to satisfy both third party acceptance testing and internal user acceptance testing, upon which the system shall go-live.

For conducting the User Acceptance Testing, Purchaser/ The Department shall identify the employees from respective divisions, who shall be responsible for day-to-day operations of the functions automated through the project. The system, during the functional requirements review, shall necessarily satisfy the user acceptance testing process.

Localisation Compliance Review

A third party supports shall perform the Localisation Compliance Review to verify the Application Multilingual Architecture Design with Input/Saved/Output Data as per Localisation guidelines, i.e UNICODE 6.0 standard (refer Annexure I).

Infrastructure Compliance Review

Third party agency shall perform the Infrastructure Compliance Review to verify the conformity of the Infrastructure (both IT, non IT as well as Network infrastructure) supplied by the selected Bidder against the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by the selected Bidder. Compliance review shall not absolve the vendor from ensuring that proposed infrastructure meets the SLA requirements.

Hardware supplied by the vendor should be as specified in RFP or better without any cost escalation subject to following restrictions:

a. OEM cannot be replaced;
b. Product should meet all functionalities listed in the RFP.
c. OEM must provide a representation that the new product is a newer version of the proposed product.
d. If COTS is used then its version should be as specified or newer version.

Security Review

The software developed/customized shall be audited by the agency from a security and controls perspective. Such audit shall also include the IT infrastructure and network deployed for the project. Following are the broad activities to be performed by the Agency as part of Security Review. The security review shall subject the solution to the following activities.

- Audit of Network, Server and Application security mechanisms
- Assessment of authentication mechanism provided in the application /components/modules
- Assessment of data encryption mechanisms implemented for the solution
- Assessment of data access privileges, retention periods and archival mechanisms
- Server and Application security features incorporated etc
- Application Security mechanisms should be accessed in compliance with the IT Act 2000,2008 Amendment and IT rules 2011, such that it maintains data/information Integrity, Confidentiality, Non-repudiation
- Audit of Security mechanisms so that they are in compliance with the latest Guidelines by Controller of Certifying authority (CCA),IT Act, ISO27001.
- Gap assessment of certain controls like say ISO 27001 and section 43, 47, 66, 69, 79, 84 and 87 of IT ACT amendment 2008 and decide how the sensitive data from a data centric stand point is to be protected.

Performance

Performance is another key requirement for the project and the agency shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request-response time, work-flow processing time, concurrent sessions supported by the system etc, Disaster Recovery drill etc. The performance review also includes verification of scalability provisioned in the solution for catering to the project requirements.

Availability

The solution should be designed to remove all single point failures. Appropriate redundancy shall be built into all the critical components to provide the ability to recover from failures. The agency shall perform various tests including network, server, security, DC/DR fail-over tests to verify the availability of the services in case of component/location failures. The agency shall also verify the availability of the project services to all the users in the defined locations.

Manageability Review

The agency shall verify the manageability of the solution and its supporting infrastructure deployed using the Enterprise Management System (EMS) proposed by the selected Bidder. The manageability requirements include requirements such as remote monitoring, administration, configuration, inventory management, fault identification etc.

SLA Reporting System

The selected Bidder shall design, implement/customize the Enterprise Management System (EMS) and shall develop any additional tools required to monitor the performance indicators listed as per

the SLAs mentioned the RFP. The Acceptance Testing and Certification agency shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the vendor and shall certify the same. The EMS deployed for the project, based on SLAs, shall be configured by the selected Bidder to calculate the payment to be paid by the department after deducting the necessary penalties.

Project Documentation

The Agency shall review the project documents developed by the selected Bidder including requirements, design, source code, installation, training and administration manuals, version control etc.

Any issues/gaps identified by the Agency, in any of the above areas, shall be addressed to the complete satisfaction of the Department.

Data Quality

The Agency shall perform the Data Quality Assessment for the Data digitized by selected Bidder and the data migrated by the vendor to the new system. The errors/gaps identified during the Data Quality Assessment shall be addressed by the vendor before moving the data into production environment, which is a key mile stone for Go-live of the solution.

2.15 Payment Schedules

[We have provided here templates for developing the Payment Schedules]

*[**Refer: Section** 2.11 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for providing necessary information]*

Template for filling up Phase wise Payment Schedules

S. No.	Phase	Billable Fee (as % of Contract Value
1.	Phase I	<Percentage of Contract's value>
2.	Phase II	<Percentage of Contract's value>
3.	Phase III	<Percentage of Contract's value>
4.	Phase IV	<Percentage of Contract's value>
5.	Phase V	<Percentage of Contract's value>

OR

Template for filling up Milestone based Payment Schedules

S. No.	Milestone	Billable Fee (as % of Contract Value
1.	<Description of project activity and its outcome/deliverable>	<Percentage of Contract's value>
2.	<Description of project activity and its outcome/deliverable>	<Percentage of Contract's value>
3.	<Description of project activity and its outcome/deliverable>	<Percentage of Contract's value>
4.	<Description of project activity and its outcome/deliverable>	<Percentage of Contract's value>
5.	<Description of project activity and its outcome/deliverable>	<Percentage of Contract's value>

    a.   The taxes would be paid at the prevalent rates.

[Optional:

Success Fee: In case the SI manages to complete the project in time, a success fee may be provisioned. The success fee would be payable on completion of UAT as per the timelines. However it needs to be evaluated from case to case basis and ascertained that the Government benefits from the early completion of the project. Based on the benefit, the Government may provision for a success fee]

2.16 Acceptance Criterion

[For all the Implementation Agency deliverables, there should be an acceptance criterion described in the RFP document. The description should be objective and easy to determine. This would help in getting timely approvals for the project.
Secondly it needs to be appreciated that for certain deliverables, the approval committee may not be able to review the entire document / deliverable. In such cases, the chairperson of the sub-committee should be identified who would review and provide their recommendations to the Steering Committee. In case a Consultant has been deployed, the Purchaser may like to include such reviews and recommendations to the Committee as a part of the Scope of work of Consultants]

2.17 Downstream work

[If the Purchaser/Department envisages the need for continuity for downstream work then provide the Terms of Reference the scope, nature, and timing of future work]

[Also indicate, whether the downstream work would constitute "Conflict of Interest"]

2.18 Fraud and Corrupt Practices

a. The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

b. Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of <2 (two) years> from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

   i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

   ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

   iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

   iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

   v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.19 Conflict of Interest

a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation

and damages payable to the Purchaser for, *inter alia*, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.

b. The Purchaser requires that the Implementation Agency provides solutions which at all times hold the Purchaser's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

c. *[Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated within Section 2.5.10 of "Guidance Notes: Model RFP Templates for Implementation Agencies"]*. Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

   i.   the Bidder, its consortium member (the "**Member**") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be)* in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

   –   where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

   –   a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

   ii.   a constituent of such Bidder is also a constituent of another Bidder; or

   iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

   iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

v.   such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Bidder; or

vi.   there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

vii. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

d.   An Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

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Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit

Forms to be used in Technical Proposal

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Project Citation Format

Form 7: Proposed Solution

Form 8: Proposed Work Plan

Form 9: Team Composition

Form 10: Curriculum Vitae (CV) of Key Personnel

Form 11: Deployment of Personnel

Form 12: Deviations

Form 13: Manufacturers Authorisation Form

Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

	Basic Requirement	Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)	Yes / No	
5	Sales Turnover in System Integration	Extracts from the audited Balance sheet and Profit & Loss; OR

Certificate from the statutory auditor | Yes / No | |
| | Sales Turnover | Certificate from the statutory auditor ; OR

Certificate from the statutory auditor | Yes / No | |
| | Net Worth | Certificate from the statutory auditor | Yes / No | |
| 6 | Technical Capability | Completion Certificates from the client; OR

Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR

Work Order + Phase Completion Certificate from the client | Yes / No | |
7	Certifications	*[As relevant]*	Yes / No	
8	Consortiums	*[As relevant]*	Yes / No	
9	Debarment	A self certified letter	Yes / No	
	Optional			
10	Legal Entity	Copy of Certificate of Incorporation; and

Copy of Service Tax Registration Certificate | Yes / No | |
| 11 | Manpower Strength | Self Certification by the authorized signatory | Yes / No | |

Form 2: Particulars of the Bidder

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 2: Particulars of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <Purchaser>

Know all Men by these presents that we <<   >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <Purchaser> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

    (a) Withdraws his participation from the bid during the period of validity of bid document; or

    (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

Form 3: Bank Guarantee for Earnest Money Deposit

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid upto *<<insert date>>*)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before *<<insert date>>*) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 4: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

For Technical Evaluation (Category 1)

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Covering Letter for Technical Proposal	As per Form 5	Yes / No	
2.	Average turnover from System Integration/ICT Systems Development and Implementation Work in last 3 years (Turnover in Rs Crores)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor; and

Project citation (Form 6) | Yes / No | |
| 3. | Experience in Hardware and Network Equipment Supply & maintenance services (last 5 years) | Completion Certificates from the client; OR

Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR

Work Order + Phase Completion Certificate (for ongoing projects) from the client

; and

Project citation (Form 6) | Yes / No | |
| 4. | Experience in Software Development & maintenance services (last 5 years) | Completion Certificates from the client; OR

Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR

Work Order + Phase Completion Certificate (for ongoing projects) from the client
; and

Project citation (Form 6) | Yes / No | |
| 5. | Experience in Turnkey services (last 5 years) | Completion Certificates from the client; OR

Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR | Yes / No | |

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
		Work Order + Phase Completion Certificate (for ongoing projects) from the client ; and		
		Project citation (Form 6)		
6.	Solution Proposed, Approach & Methodology, Understanding and work Plan (As per the requirements specified in Technical evaluation)	A note (Form 7) and Forms 7A, 7B & 7C The note should highlight understanding of the <Purchaser's> requirements through providing justifications for: 1) Solution proposed and its components, 2) Technologies used, 3) Challenges likely to be encountered 4) Learning on how to deal with the challenges 5) Client references Form 8	Yes / No	
7.	Resume of all key technical resources proposed for the assignment	CV & a Note (Form 9, 10 and 11)	Yes / No	
8.	Bidder's inclusion of MSMEs in project delivery through allotment of at least <10%> of contract value to the project	Letter of evidence and commitment that MSME will be contracted the required value of work	Yes / No	
9.	Tools and Assets As per requirement specified in Technical evaluation)	Tools and Assets which could be leveraged for the assignment [for e.g. Test Case Builders, Effort Estimators, PMU Tool, Load testing etc., depending on the relevance to the Scope of work] A note and demonstration of the Tool/Assets	Yes / No	
10	Deviations (if any)	Form 12	Yes / No	

For Technical Evaluation (Category 2)

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1	Covering Letter for Technical	As per Form 5	Yes / No	

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
	Proposal			
2	**System Functionality:** Meeting the requirements of <department> in terms of how close the proposal is to the functional requirements for the solution as have been proposed for <department> (In case it is COTS, it should be measured by degree of customization required)	**A note containing the Mapping as per information provided**	Yes / No	
3	**Technology:** Demonstrated robustness of the technology deployed across other installations around the world, including – Scalability – Security – Ease of implementation	**A note containing details on** a) Solution architecture b) Security c) System Performance d) Supported Platform Operating System e) Client Hardware Operating System f) Database g) System Management h) Web Server Support i) Application Server Support j) Single Sign-on k) Presentation l) Session Management m) Integration capabilities n) Auditing / Reporting features **o) Disaster recovery & back-up** **And Form 7**	Yes / No	
4	**India Specific Capabilities:** Number of Projects of similar nature in India and size of those projects in the past 5 years	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client Project citation (Form 6)	Yes / No	
5	**Industry Specific Capabilities:** Past experience of the Bidder in executing similar assignments, size	Completion Certificates from the client; OR	Yes / No	

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
	of those assignments in the past five years. [The definition of "similar" should be such that it focuses on the areas which are "innovative" or where the technical feasibility is a challenge in the context of the project]	Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client		
6	**Training:** Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description	A note on training containing a) Training model b) Approach c) Deliverables	Yes / No	
7	**Certifications and Credentials:** Quality of processes (SEI-CMMi, ISO, Six Sigma), Security etc.	A copy of certificates	Yes / No	
8	**Profile of proposed team members:** Relevant assignment experience / Years of experience / Number of Certifications in Technology specific to Solution proposed	Form 9,10 and 11	Yes / No	
9	**Project Methodology, Support and Documentation**	Form 8 & additional notes/document for support & documentation	Yes / No	
10	**Inclusion of MSMEs in Project Delivery**	Letter of evidence and commitment that MSME will be contracted the required value of work	Yes / No	
11	Tools and Assets As per requirement specified in Technical evaluation)	Tools and Assets which could be leveraged for the assignment [for e.g. Test Case Builders, Effort Estimators, PMU Tool, Load testing etc., depending on the relevance to the Scope of work] A note and demonstration of the Tool/Assets	Yes / No	
12	Deviations (if any)	Form 12	Yes / No	

Form 5: Letter of Proposal

To:

<div align="right"><Location, Date></div>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Subject: Submission of the Technical bid for <Name of the Systems Implementation assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed on the <URL *of eProcurement portal*> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

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

Yours sincerely,
Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____Date: _____
_____

Form 6: Project Citation Format

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

Form 7: Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

    a) Solution Proposed
    b) Understanding of the project (how the solution proposed is relevant to the understanding)
    c) Technical Approach and Methodology

Form 7 A: Solution Proposed

S. No	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Function alities	O&M Support (Warranty/ATS/ : as required as per RFP)	Reference in the Submitted Proposal (Please provide page number/section number/ volume)

Form 7 B: Bill of Material (Softwares)

S. N o	Item	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Unit of Measurem ent	Number of Licenses (Development Environment)	Number of Licenses (UAT)	Number of Licenses (Training)	Number of Licenses (Data Center Production)	Number of Licenses (DR Site)

Form 7 C: Bill of Material (Infrastructure)

For each hardware, provide the following information in a table

(i)   Reference of the server/storage information in the Submitted Proposal (Please provide page number/section number/ volume)

(ii)   Services proposed to be hosted on the Server

(iii)   Quantity

(iv)   Make and Model

(v)   Year of Introduction

(vi)   Operating System along with version (if applicable)

(vii)   Processor and Number of Cores Offered (if applicable)

(viii) Architecture (RISC/EPIC/CISC) (if applicable)

(ix)   RAM/HDD/LAN Ports/ HBA (as relevant)

(x)   Additional Information as required to indicate the compliance to the requirements in the RFP (ex, Capacity, Disk Space) (if applicable)

Form 7 C: Bill of Material (Infrastructure)

Form 8: Proposed Work Plan

No	Activity[1]	Calendar Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

1   Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2   Duration of activities shall be indicated in the form of a bar chart.

3   All activities should meet the 8/80 criteria i.e should at least take 8 hours and a maximum of 80 hours.

Form 9: Team Composition

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

Form 10: Curriculum Vitae (CV) of Key Personnel

General Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	

Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)
 	
Prior Professional Experience covering:
 	
• Organizations worked for in the past
  o Organization name
  o Duration and dates of entry and exit
  o Designation Location(s)
  o Key responsibilities
• Prior project experience
  o Project name
  o Client
  o Key project features in brief	

o Location of the project o Designation o Role o Responsibilities and activities o Duration of the project Please provide only relevant projects.	
Proficient in languages (Against each language listed indicate if speak/read/write)	

Form 11: Deployment of Personnel

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

1.   Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
2   Months are counted from the start of the assignment.

▬▬▬▬ Full time input   ⌐······⌐ Part time input

Form 12: Deviations

To:

<div align="right"><Location, Date></div>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email id>

Dear Sir:

Subject: Deviations <Provide Name of the Implementation Assignment>

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

A - On the Terms of Reference

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

No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
1.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
2.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
3.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>

B – Any other areas

No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
1.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
2.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
3.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 13: Illustrative Manufacturers'/Producers' Authorization Form
[This form has to be provided by the OEMs of the products proposed]
No. Date:
To:

OEM Authorization Letter

Dear Sir:
Ref: Your RFP Ref: [*] dated [*]

We who are established and reputable manufacturers / producers of _____
having factories / development facilities at (*address of factory / facility)* do hereby authorize M/s
_____ *(Name and address of Agent)* to submit a Bid, and sign the contract with you
against the above Bid Invitation.
We hereby extend our full guarantee and warranty for the Solution, Products and services offered by
the above firm against this Bid Invitation.
We also undertake to provide any or all of the following materials, notifications, and information
pertaining to the Products manufactured or distributed by the Supplier:
   a. Such Products as the Purchaser may opt to purchase from the Supplier, provided, that this
       option shall not relieve the Supplier of any warranty obligations under the Contract; and
   b. in the event of termination of production of such Products:
       i.   advance notification to the Purchaser of the pending termination, in sufficient time
            to permit the Bank to procure needed requirements; and
       ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints,
            design documents, operations manuals, standards, source codes and specifications
            of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support
and maintenance obligations required by the contract.

Yours faithfully,

(Name)
(Name of Producers)
Note: This letter of authority should be on the letterhead of the manufacturer and should be signed
by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its
Bid should include it.

Appendix II: Financial Proposal Template

Form 1: Covering Letter

To:

<Location, Date>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for *<<Title of Implementation Services>>* in accordance with your Request for Proposal dated *<<Date>>* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *<<Amount in words and figures>>*. This amount is inclusive of the local taxes.

1. **PRICE AND VALIDITY**

   ▪ All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.

   ▪ We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.

   ▪ We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. **UNIT RATES**

   We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. **TENDER PRICING**

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the <Appendix III> of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Financial Proposal

S. No.	Item	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
a)	Hardware related costs with the AMC for the period of 5 years from the Go-Live of the project (A)			
b)	Networking related costs (B)			
c)	Application Customization / Development and database creation cost (C)			
d)	Operations and Maintenance Costs (Quarterly Expenses for 5 years of contract after '"Go-Live") (D)			
e)	Support Manpower (E)			
f)	Data Digitization cost (F)			
g)	Training cost (G)			
h)	Deployment of requisite infrastructure for Data center & IT Disaster Recovery(H)			
i)	O&M cost for Data center services (I)			
Total Cost				
Total cost in figures:				

Form 2A: Details of Financial Bid

#	Item	Quantity (a)	Per Unit Cost (b)	Manufacturer/ Supplier	Country of Origin	Domestic value addition in %age	%age import component	Taxes per unit (c)	Total (a x (b+c)
Total Cost for Hardware (Amount quoted in Figures) with 5 year warranty									
Total Cost for Hardware (Amount quoted in words) with 5 year warranty									

Specify foreign exchange currency:

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
A. Hardware Related Costs with the AMC for the period of 5 years from the Go-Live of the project					
1.	Infrastructure / Hardware	PCs			
		Printers			
		...			
		Others			
2.	Infrastructure Installation and Testing / Miscellaneous Charges				
		Others			
Total A:					
B. Networking Related Costs					
1.	Network Related Infrastructure	Routers			
		Switch			
		Switch			
		....			
		LAN Cabling			
2.	Network Testing / Bandwidth/ Miscellaneous Charges				
		Others			
Total B:					
C. Application Development & Database Creation					
1.	Application and Portal Development				
Total C:					
D : Operations and Maintenance Costs (Quarterly Expenses for 5 years of contract after '"Go-Live") (D)					
1.	Connectivity Charges (internet connectivity provided etc.)				
2.	Application Maintenance & Operational Expense including upgradation, deployment of patches, fixes etc.				
3.	Infrastructure Maintenance Expense (Helpdesk, deployed hardware & network infrastructure etc.)				
4.					
5.					
Total D:					
E: Support Manpower					
1.	Programmer				
2.	System Analyst				
3.	Database Administrator				
4.	Project Manager				
	....				
Total E:					

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
F. Data Digitization					
1.	Cost of digitization of data (data entry of the Master data and minimum historical transactional data entry)		<2 persons for 3 months (6) OR Number of filed/ records to be entered>		
Total F:					
G. Training					
	Training Cost Per Person for				
1.	Basic computer skills		<Nos. resources to be trained>	K	20*K
2.	Advanced training on the Application modules		<Nos. resources to be trained>	L	100*L
Total G:					
H. Deployment of requisite infrastructure for Data center & IT Disaster Recovery					
1.	Deployment of requisite infrastructure for Data center		<Servers[1]>		
2.			<Networking equipments>		
3.			<Storage equipments (SAN etc.)>		
4.			<Back up equipments>		
5.			<Server OS license>		
6.			<Database license>		
7.			<Anti-virus>		
8.			<....>		
9.			<Installation & testing charges>		
10.			<Others>		
11.	Networking equipments for connectivity to Head office		<Router>		
12.			<Switch>		
13.			<....>		

---

[1] Any hardware proposed should include the AMC for a period of 5 years from the Successful Go-Live.

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
14.			<Others>		
Total H:					
I: O&M cost for Data center services					
1.	Bandwidth connectivity to Head office				
2.	All the O&M cost for managing the data center services		<Site preparation>		
3.			<Manpower>		
4.			<Electricity charges>		
5.			<Maintenance of the H/w & system software>		
6.			<Maintenance & updation of Anti-virus>		
7.			<Physical Security>		
8.			<.....>		
9.			<Others>		
Total I :					

#	Item	Quantity (a)	Per Unit Cost (b)	Manufacturer/ Supplier	Country of Origin	Domestic value addition in %age	%age import component	Taxes per unit (c)	Total (a x (b+c)
Total Cost for Hardware (Amount quoted in Figures) with 5 year warranty									
Total Cost for Hardware (Amount quoted in words) with 5 year warranty									

Form 4

Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product to be provided on Rs.100/- Stamp Paper

Date:

I S/o, D/o, W/o , Resident of do hereby solemnly affirm and declare as under:

1   That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: 33(3)/2013-IPHW dated 23.12.2013.

2   That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value addition.

3   That the domestic value addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.

4   That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

5   That I have complied with all conditions referred to in the Notification No wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith. I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities.

    i.   Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)

   ii.   Date on which this certificate is issued

  iii.   Electronic Product for which the certificate is produced

  iv.   Procuring agency to whom the certificate is furnished

   v.   Percentage of domestic value addition claimed

  vi.   Name and contact details of the unit of the manufacturer

 vii.   vii. Sale Price of the product

viii.   viii. Ex-Factory Price of the product

  ix.   Freight, insurance and handling

   x.   Total Bill of Material

  xi.   List and total cost value of inputs used for manufacture of the electronic product

 xii.   List and total cost of inputs which are domestically sourced. Please attach value addition certificates from suppliers, if the input is not in-house. xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of <Name of firm/entity>

Authorized signatory (To be duly authorized by the Board of Directors)

<<Insert name designation and Contact number>>

Appendix III: Template for PBG & CCN

Form 1: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called "the beneficiary")

And whereas it has been stipulated by   in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value> (Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. **<Insert Value> (Rupees <Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until *<<Insert Date>>*)

Notwithstanding anything contained herein:

    I.   Our liability under this bank guarantee shall not exceed **Rs. <Insert Value> (Rupees <Insert Value in Words> only).**

    II.   This bank guarantee shall be valid up to *<Insert Expiry Date>)*

   III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<Insert Expiry Date>)* failing which our liability under the guarantee will automatically cease.

Form 2: Change Control Notice (CCN) Format

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by :	Date:	
Name:		
Signature:	Date:	
Received by the IP		
Name:		
Signature:		

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

Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the Implementation Partner	Date:
Name:	
Signature:	

When do we need a separate Data Entry RFP?

An RFP is used for procurement under the following typical circumstances:
- Data entry vendor are typically small players with restricted local presence
- Normally data entry takes a significant amount of time; and hence it is advisable to initiate the data entry of records quite early (if possible, before the SI selection)
- Scope of work and deliverables are standard, reasonably well known and/or can be clearly specified, as all the fields of the existing records have to be entered
- Typically involves time bound delivery
- Budget is known, approved OR availability of budget is assured
- Need to procure the most economical tender, through open competitive bidding - generate adequate buying advantage by ensuring competition amongst at least with 3 to 5 Bidders

How do you use this RFP?

This model RFP has been prepared for Purchaser / Nodal Officer to engage Data Entry Operators to address the situations mentioned above.

This model RFP should be used as a template for creation of RFP. The user of this template should refer to the "Guidance Notes: Model RFP Templates for Implementation Agencies" for providing necessary information.

What are typical contents of this RFP?

S. No.	Document Structure	Desirability	Reference
1.	Fact Sheet	Mandatory	*[Refer Section 3.1]*
2.	Background Information	Mandatory	*[Refer Section 3.2]*
3.	Instruction to Bidder	Mandatory	*[Refer Section 3.3]*
4.	Pre- Qualification	Mandatory	*[Refer Section 3.4.1]*
5.	Criteria for Technical Evaluation	Mandatory	*[Refer Section 3.4.2]*
6.	Scope of Work	Mandatory	*[Refer Section 3.9]*
7.	Terms of Payment	Mandatory	*[Refer Section 3.10]*
8.	Checklist for Submission	Mandatory	*[Refer Appendix I Form 1]*

<Name of the proposed Data Entry Engagement>

<File reference No.>

3.0

[Template Document for Request for Proposal for Data Entry Services]

S. No.	Particular	Details
1.	Start date of issuance / sale of RFP document	< Date >
2.	Last date for Submission of Queries	< Date >
3.	Pre-Bid Conference	< Date >
4.	Issue of Corrigendum	< Date >
5.	Last date for issuance / sale of RFP Document	< Date >
6.	Last date and time for RFP Submission	< Date >
7.	Date and time of opening of Pre-Qualification bids	< Date >
8.	Date and time for opening of Technical bids	< Date >
9.	Date and time for opening of Commercial bids	< Date >

3   Model RFP Document for Procurement of Data Entry Services

As per GFR 2017, Rule 148 & 149 it now compulsory to procure goods and services as available in the GeM. Hence the procurer should first satisfy himself that an RFP is required to be published in conformance with the GFR 2017.

Rule 148	DGS&D shall conclude rate contracts with the registered suppliers for such goods, which are not available on GeM, and are identified as common use items and are needed on recurring basis by various Central Government Ministries or Departments. DGS&D will furnish and update all the relevant details of the rate contracts on its website. The Ministries or Departments shall follow those rate contracts to the maximum extent possible.
Rule 149	……. "The Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM." …….

3.1   Fact Sheet

Clause Reference	Topic
<Section 3.4.3>	The method of selection is: [Type text]

<Section 3.3.4.2>	RFP can be
	    Downloaded from <website address> and www.eprocure.gov.in. Bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal.
	
	                [Optional
	                [OR]
	
	    Collected from the following address on or before< indicate date, time> :
	        <Name>
	        <Designation>
	        <Address>
	        <Phone Nos.>
	        <Fax Nos.>
	        <email id>
	        by paying the document Fee of Rs. <Amount> by Demand Draft in favour of <Bank Account Name> and payable at <Location / City> from any of the scheduled commercial bank

<Section 3.3.4.3>	Earnest Money Deposit of amount <Amount> in the form of Demand Draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS)
<Section 3.9>	Procurement is for services linked to deliverable < Data entry services> in

Clause Reference	Topic
	<language>
<Section 3.3.3>	A pre-Bid meeting will be held on < indicate date, time, and venue>
	The name(s), address(es), and telephone numbers of the Nodal Officer is:
	<Name>
	<Designation>
	<Address>
	<Phone Nos.>
	<Fax Nos.>
	<email id>
	Clarifications may be requested *<Insert number>* days before the pre-bid meeting date.
<Section 3.3.5.2>	Proposals should be submitted in the following language(s): *<Insert language>*
<Section 3.10>	Taxes: <As applicable>
<Section 3.4.1.2>	Proposals must remain valid [Type text] days [*Normally around 180 days*] after the submission date, i.e., until: <insert the date>
<Section 3.3.4.4>	Bidders must upload and submit on the eProcurement portal *<URL>* all the items (documents), as per the folder structure specified on the eProcurement portal. An indicative list of such items includes:
	• Tender Fee
	• EMD
	• Pre-qualification response
	• Technical Proposal
	• Financial proposal
	• Additional certifications/documents, etc.
	Each of the above documents must be uploaded in the format specified for this purpose.
<Section 2.5.5>	Proposals submitted after <insert the date and time> will not be accepted by the eProcurement portal.

3.2 Background Information

*[**Refer: Section** 2.4.3 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for providing necessary information]*

3.2.1   Basic Information

a)   Purchaser invites responses ("Tenders") to this Request for Proposals ("RFP") from Data Entry Operators ("Bidders") for Data entry services as described in Section 3.9 of this RFP,

"Scope of Work" ("Data Entry Services"). Purchaser is the Purchaser for this procurement ("the Purchaser").

b) Any contract that may result from this Government procurement process will be issued for a term of <insert relevant period> ("the Term") for data entry support.

c) The Purchaser reserves the right to extend the services for a period or periods of up to <insert relevant period> with a maximum of <insert relevant period> such extension or extensions on the same terms and conditions.

d) Tenders must be received not later than time, date and venue mentioned in the Fact Sheet. Tenders that are received late will NOT be considered in this public procurement competition.

3.2.2 Project Background

[The "Project Background" should give project details around the need for the Data entry. However this may be brief as it has very low impact on the effort estimation or quality of data entry services]

3.2.3 Key Information

[The Introduction section should lay down:
- *Prime Objective of the project*
- *When was the program initiated/sanctioned*
- *Background about the Government program / initiative to address the challenges, issues faced; etc*
- *Project Dependencies*
- *Stakeholder Details*
- *Funds and sponsors for program - The estimated number of professional staff-months required for the assignment OR the sanctioned budget*
- *Any downstream work expected from this assignment and any potential "Conflict of Interest" situation emerging from that*
- *The inputs /facilities which would be provided to the successful Bidder on award of this contract]*

[However this may be brief as it has very low impact on the effort estimation or quality of data entry services]

3.2.4 About the Department

[The "About" section contains the organizational profile of the Government entity/Department which is the end buyer and implementer of the e-Governance project for which this data enter RFP has been published.
The section should explain facts and figures about the Government entity in terms of its

- *Vision and organizational objectives*
- *Manpower strength*
- *Comprising divisions/directorates etc.*
- *Organization structure*
- *Activities of the Department*
- *Geographical spread and operating locations]*

[However this may be brief as it has very low impact on the effort estimation or quality of data entry services]

3.3 Instructions to the Bidders

3.3.1 General

a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the data entry support required.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the <Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.3.2 Compliant Tenders / Completeness of Response

a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
    i. Comply with all requirements as set out within this RFP.

ii.   Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP

iii.   Include all supporting documentations specified in this RFP

3.3.3   Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

a. prohibition of

   i.   Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

   ii.   Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

   iii. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

   iv.   Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

   v.   Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

   vi.   Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

   vii. Obstruction of any investigation or auditing of a procurement process.

   viii. making false declaration or providing false information for participation in a tender process or to secure a contract;

b. Disclosure of conflict of interest.

c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

3.3.4   Pre-Bid Meeting & Clarifications

3.3.4.1   Bidders Queries

a. Purchaser shall hold a pre-bid meeting with the prospective Bidders on <Date & time> at <Address of the Venue>

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to <Name, Address, Fax and email id of the Nodal Officer> by post, facsimile or email on or before
<Date & time>

c. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			
4.			
5.			
6.			

d. Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

3.3.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

a. The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.

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

c. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <website address>, GeM and www.eprocure.gov.in > and emailed to all participants of the pre-bid conference.

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

e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, <Purchaser> may, at its discretion, extend the last date for the receipt of Proposals.
[The Purchaser should ensure clear scope and specific responses to Bidder queries. Clarifications on Scope of work which say "as per RFP" should not be encouraged (only if there is a request for change in terms / condition, then "as per RFP" should be allowed). If Bidders raise doubts about the scope, these should be addressed.]

3.3.5 Key Requirements of the Bid

3.3.5.1 Right to Terminate the Process

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

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

3.3.5.2 RFP Document Fees

a) The RFP documents have been made available to be download without any fee from the website <Website address> and www.eprocure.gov.in.

b) The demand draft of RFP document fees (if any, as mentioned in the Fact Sheet) should be submitted along with the bidder's proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

c) [Optional : RFP document can be purchased in hard copy at the address & dates provided in the Fact sheet by submitting a non-refundable bank demand draft of <insert Amount>, drawn in favour of <Bank Account details>, payable at <Location/City> from a commercial bank]

3.3.5.3 Earnest Money Deposit (EMD)

[To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department.]

a. Bidders shall submit, along with their Proposals, an EMD of Rs. <Amount figure and words> only, in the form of a demand draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS). The payment transfer related information is as follows :

    i. EMD BG in the format specified in Appendix I: Form 3 issued by a commercial bank in favour of <Beneficiary Account details>. The EMD BG should remain valid for a period of 45 days beyond the final tender validity period.

    ii. Demand Draft/Banker cheque : Payable at <Location/city>

    iii. Electronic Bank Guarantee under Structured Financial Messaging System (SFMS) : < details>

b. EMD of all unsuccessful Bidders would be refunded by Purchaser within <Time Period> of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.

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

d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

e. The EMD may be forfeited:

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

3.3.5.4 Submission of Proposals

[*GFR, 2017 (Rule 160) E-Procurement:*

(i) It is mandatory for Ministries/ Departments to receive all bids through e-procurement portals in respect of all procurements.

(ii) Ministries/ Departments which do not have a large volume of procurement or carry out procurements required only for day-to-day running of offices and also have not initiated e-procurement through any other solution provided so far, may use e-procurement solution developed by NIC (GePNIC). Other Ministries/ Departments may either use e-procurement solution developed by NIC or engage any other service provider following due process.

(iii) These instructions will not apply to procurements made by Ministries / Departments through DGS&D Rate Contracts.

(iv) In individual case where national security and strategic considerations demands confidentiality, Ministries/ Departments may exempt such cases from e-procurement after seeking approval of concerned Secretary and with concurrence of Financial Advisers.

(v) In case of tenders floated by Indian Missions Abroad, Competent Authority to decide the tender, may exempt such case from e - procurement.

Accordingly, Ministries / Departments should receive all bids through e-procurement portals in respect of all procurements. However, when not possible, other appropriate methods of bid submission may be used, with proper approvals and reasons in writing. Relevant options have been provided below, which needs to be customized.]

<Option 1: In case of Online Submission on e-Procurement portal>

Bidders should submit their responses as per the procedure specified in the e-Procurement portal (*specify URL*) being used for this purpose. *Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:*

- Tender Fee
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal

- Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The <User Department> will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

a. The Bidders should submit their responses as per the format given in this RFP in the following manner
   - Technical Proposal - (1 Original + <1> Copies +<1>CD) in first envelope
   - Commercial Proposal - (1 Original) in second envelope

b. The Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.

c. Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.

d. The two envelopes containing copies Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for <Data entry assignment> - < RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time>".

e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".

f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.

h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

i. In case of any discrepancy observed by Purchaser in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by Purchaser in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

3.3.5.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. A copy of the same should be uploaded under the relevant section/folder on the eProcurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

3.3.6 Preparation and Submission of Proposal

3.3.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.3.6.2 Language

The tender should be filled by the Bidder in English only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the tender, the English translation shall govern.

3.3.6.3 Venue & Deadline for Submission of proposals

<Option 1: In case of Online Submission on e-Procurement portal>

In case of e-Procurement, the response to RFPs must be submitted on the eProcurement portal (specify URL) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to Purchaser at the address specified below:

Addressed To	<Name of Person/Designation to be addressed to>
Name	Purchaser
Address	<Address>
Telephone	<Telephone No.>
Fax Nos.	<Fax No.>
Email ids	<email id>
Last Date & Time of Submission	<Date> before <Time>

3.3.6.4   Late Bids

<Option 1: In case of Online Submission on e-Procurement portal>

Bids submitted after the due date will not be accepted by the eProcurement system (*mention URL*) and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

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

b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

c. The Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

d. The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

3.4   Criteria for Evaluation

3.4.1   Evaluation process

a. Purchaser will constitute a Purchase Committee to evaluate the responses of the Bidders

b. The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

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

d. The Purchase Committee may ask for meetings with the Data Entry Operators to evaluate its suitability for execution of the task.

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

f. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

3.4.1.1 Tender Opening

The Proposals submitted up to <Time> on <Date> will be opened at <Time> on <Date Time> by <Nodal officer> or any other officer authorized by Purchaser, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

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

3.4.1.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of <90> days from the date of submission of Tender.

3.4.1.3 Tender Evaluation

a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
   * Are not submitted in as specified in the RFP document
   * Received without the Letter of Authorization (Power of Attorney)
   * Are found with suppression of details
   * With incomplete information, subjective, conditional offers and partial offers submitted
   * Submitted without the documents requested in the checklist
   * Have non-compliance of any of the clauses stipulated in the RFP
   * With lesser validity period

b. All responsive Bids will be considered for further processing as below.

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

3.4.2 Technical Evaluation Criteria

[It is advisable to do a market assessment on the profiles of data entry operators who would be in a position to carry out the work as required for the project (and detailed out in the Scope of work). In case this is a part of the work of a large Implementation agency, the responsibilities of Purchaser are limited.

However in the event the Purchaser has taken up to carry out the task itself, it important to be aware of the profile of Bidders. This would help in ensuring right competition for the bid. It has been a general experience that the Data entry operators are small agencies which take up work on adhoc basis. Generally these organizations are limited to a district / State.

Hence the prequalification criterion AND the Scope of work should be defined in such a manner that any of these organization, if selected, should be in position to execute the work.

In case of absence of Bidders, the Purchaser has to structure the Payment Schedule (OR provide the necessary infrastructure) and Guarantees in such a manner that the successful Bidder can make the initial investments in executing the data entry exercise.

a. Data entry is done by low skilled personnel and hence may not be able to interpret the technical terms
b. There is sometimes a challenge of carrying out the data entry and ensuring parallel live entries in the manual form, till the software application goes live
c. Availability of Government Staff to carry out the data quality check, as per the rigour required]

S. No	Criteria	Requirements	Max Marks	Supporting Documents
1.	Should be in the business of Data Entry	If more than x1 years : 10 marks Between x1 and x2 marks : 7 marks Between x2 and x3 marks : 3 marks Less than x3 years : 0 marks	10	Copy of Work Order
2.	Financial strength	The Bidder should have a minimum of INR <Value> Lakhs as annual turnover during each of the last three financial years <specify years>	20	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the auditor
3.	Experience of	The Bidder must have successfully	40	Completion Certificates from the client; OR

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	similar assignment	completed at least one project of data digitization of value greater than INR <value>Lakh in the past 3 years		Work Order + Phase Completion Certificate (for ongoing projects) from the client
4.	Certifications	Quality certification from an accredited and internationally reputed / renowned firm (viz. ISO 9001)	5	Copy of certificate
5.	Work Plan	Work Plan and Manpower Commitment	5	Note
6.	Quality Check methodology proposed	Methodology for Quality Check & Government Data Security	20	Note

3.4.3 Commercial Bid Evaluation

[It is advised that before the RFP is published, a time and motion study is carried out to determine the effort taken in a typical data entry transaction. This should be done for at least 100 random records (for which data entry has to be done) in word/excel. In case data entry transactions are to be done from different registers / files, their data entry time & motion study should also be done.

The total cost of the financial bid should be computed after factoring in the volumes. This total cost should be used for comparison and identification of L1 Bidder]

a. The Financial Bids of the technically qualified Bidders will be opened on a prescribed date in the presence of Bidder representatives

b. The Bidder with lowest qualifying financial bid (L1) will be awarded the contract the work for the volume of data entry specified in the RFP

c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

d. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

3.5 Appointment of Data Entry Operator

3.5.1 Award Criteria

Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

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

Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

3.5.3 Notification of Award

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

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

3.5.4 Contract Finalization and Award

The Purchaser shall reserve the right to negotiate with the Bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC.

3.5.5 Performance Guarantee

The Purchaser will require the selected **Bidder** to provide a Performance Bank Guarantee, within <21> days from the Notification of award, for a value equivalent to <10%> of the total cost of contract. The Performance Guarantee should be valid for a period of <months>. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Purchaser at its discretion may cancel the order placed on the selected Bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Purchaser incurs any loss due to

Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

3.5.6   Signing of Contract

Post submission of Performance Guarantee by the successful Bidder, Purchaser shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder. The Legal Agreement would contain all the terms and conditions mentioned in this RFP document and is provided as a separately as a template. Purchaser shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the successful Bidder.

In this case, the contract would be awarded to the next responsive Bidder.

3.5.7   Failure to agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the <Purchaser> shall invoke the PBG of the most responsive Bidder.

3.6   Fraud and Corrupt Practices

a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

b. Without prejudice to the rights of the < Purchaser> under Clause above and the rights and remedies which the < Purchaser> may have under the LOI or the Agreement, if an Bidder or Data entry Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Data Entry

Operator shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of <period, suggested 2 (two)> years from the date such Data entry operator, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.7   Conflict of Interest

The Vendor shall disclose to Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

[In normal course, the Data entry agency should not be restrained to provide hardware for the same project and its related project, as long as they do not take up services which directly or perceptibly lead to a situation which would lead to a conflict of interest. For e.g. a Data entry operator should a) not take up work which would be involved in the Quality Check of the data entry, as it is a perceptible conflict of interest.]

3.8   Terms and Conditions Applicable Post Award of Contract

3.8.1   Termination Clause

3.8.1.1   Right to Terminate the Process

Purchaser reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by Purchaser under the following circumstances:-

a. The selected Bidder commits a breach of any of the terms and conditions of the bid.
b. The Bidder goes into liquidation, voluntarily or otherwise.
c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
d. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The < Purchaser> reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
e. If deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.
f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, < Purchaser> reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
g. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, < Purchaser> reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which < Purchaser> may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

h. < Purchaser> reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.

i. The contractor shall not assign or sublet the contract or any part or it without written permission from <Purchaser>. In case of noncompliance of this Para, the contract may be cancelled and the damages, if any, may be recovered from the contractor.

j. The contractor acknowledges that he has fully acquainted himself with all conditions and circumstances under which he has to complete the data entry job <Name of the Project> with all the terms, clauses, conditions, specifications and other details of this contract.

3.8.1.2   Consequences of Termination

a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

b. Nothing herein shall restrict the right of Purchaser to invoke the Purchaser Guarantee and other guarantees and pursue such other rights and/or remedies that may be available Purchaser under law or otherwise.

c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

3.8.2   Liquidated Damages

a. Notwithstanding Purchaser's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.

b. Purchaser reserves it's right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the Bidder. Liquidated damages will be calculated on per week basis.

3.8.3   Acceptance Tests

The selected Bidder in presence of the Purchaser authorized officials will conduct acceptance test at the site. The test will involve quality check of the data entry. No additional charges shall be payable by the Purchaser for making corrections for the errors.

3.8.4 Audit by Third Party

Purchaser at its discretion may appoint third party for auditing the data entry process and operations of entire services provided to the Purchaser.

3.8.5 Penalty

a) Loss or damage of contract will be considered as breach of contract.

b) The following penalties would apply in case of data inaccuracies :

(i) Data accuracy less than 98% but greater than or equal to 95% - Penalty of 10% of milestone payment amount

(ii) Data accuracy less than 95% but greater than or equal to 90% - Penalty of 25% of milestone payment amount

(iii) Data accuracy less than 90% will be considered as breach of contract.

Data Accuracy would be determined by the data quality check by Purchaser or its deputed agency/staff. The data accuracy metric would be determined by <x% sample> of data entered by the Data Entry operator and submitted for Quality Check.

3.8.6 Dispute Resolution Mechanism

The Bidder and the Purchaser shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b. The matter will be referred for negotiation between <Nodal Officer> of Purchaser/Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in <Location> and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at <Location>. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at <Location> alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

3.8.7   Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

3.8.8   Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

3.8.9 Failure to agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event < Purchaser> may award the contract to the next best value Bidder or call for new proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

3.9 Details on Scope of Work

3.9.1 Scope of Work

[The Scope of work for data entry should specify the following:
- *Software for Unicode data entry*
- *Language of Unicode data entry*
- *Use of transliteration – clarity on software to be provided*
- *Single or double screen to be used*
- *Any hand held terminal to be used*
- *Software to monitor the quality check*
- *Paper trail to be kept*
- *Back-up responsibility*
- *Process to ensure Data integrity*
- *Autocorrect software and logics to be used*
- *Data base in which data is to be kept*
- *Place/Location of data entry*
- *Manner in which the records would be handed over and taken back*
- *Hardware services required*
- *Data quality processes*
- *Data safety and security process*
- *Quality Check]*

[The data entry Scope of work should provide for the type of records to be computerized, the number of such records and typical time taken (Based on time and motion study) to carry out data entry for a particular record]

3.9.2 Deliverables & Timelines

[This can be customized as per requirement. However the following is the most common way of handling over the deliverables
1. *Online submission / CD of Data Entry in the indicated format for Quality check*
2. *Online submission / CD of Corrected Data]*

3.9.3 Quality Check

a)   The vendor should ensure <% data accuracy> of the records entered

b) Random/Regular checking will be conducted by the representative nominated by data digitization committee. The vendor has to provide one printout of local language data in UNICODE digitized for a particular day which will be verified by the representative by the end of next day. He will give a certificate of satisfaction to the supervisor appointed by vendor. The certificate of satisfaction must contain the number of records digitized for a particular day, name of database and remarks.

[Alternatively the data quality check could also be automated through a secure password, so that the responsibility of data accuracy could be established]

3.9.4 Right to alter Quantities

The data entry quantity mentioned in the scope of work of this RFP is only indicative. The exact number of records required to be digitized could only be finalized based on the actual requirement and Purchaser shall accordingly order the required number of records at the time of placement of Purchase Order, or thereafter.

The Purchaser reserves the right to alter the number of records to be digitized specified in the tender in the event of changes in plans of the Purchaser. Any decision of Purchaser in this regard shall be final, conclusive and binding on the Bidder. The Purchaser reserves the right to place order for additional data entry at the agreed priced during the contract period with the same terms and conditions.

3.10 Payment Terms and Procedure

3.10.1 Paying Authority

The payments as per the Payment Schedule covered hereinabove shall be paid by this office Purchaser. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory data entry report from the concerned sites where the data entry has been carried out.

3.10.2 Payment Schedules

[Refer: Section 2.11 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for information regarding this section]

S. No	Activity	Completion Schedule (In days)	Payment Milestone
1	Award of Work order to the Bidder	<T>	Nil
2	Completing the setting up of Project Office and resource mobilization	<Days from the award>	10%

S. No	Activity	Completion Schedule (In days)	Payment Milestone
3	Start of the data digitization process	<Days from the award>	Nil
4	1st Milestone – 25 % of data entry completion and verification	<Days from the award>	20%
5	2nd Milestone – 50% of data entry completion and verification	<Days from the award>	20%
6	3rd Milestone – 75% of data entry completion and verification	<Days from the award>	20%
7	4th Milestone - Completion of data entry process and verification	<Days from the award>	20%
8	5th Milestone - Completion of final verification of database	<Days from the award>	10%

The taxes would be paid at the prevalent rates.

Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Letter of Proposal

Form 4: Bank Guarantee for Earnest Money Deposit

Form 5: Performance Bank Guarantee

Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

S. No	Basic Requirement	Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3.	Particulars of the Bidders	As per Form 2	Yes / No	
4.	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)	Yes / No	
5.	Covering Letter for Technical Proposal	As per Form 5	Yes / No	
6.	Should be in the business of Data Entry	Copy of Work Order	Yes / No	
7.	Financial strength	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the auditor	Yes / No	
8.	Experience of similar assignment	Completion Certificates from the client; OR Work Order + Phase Completion Certificate (for ongoing projects) from the client	Yes / No	
9.	Certifications	Copy of certificate	Yes / No	
10.	Work Plan	Note	Yes / No	
11.	Quality Check methodology proposed	Note	Yes / No	
12.	Debarment	Certificate	Yes/No	

Form 2: Particulars of the Bidders

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Letter of Proposal

To:

<div align="right"><Location, Date></div>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Subject: Submission of the Technical bid for <Name of the data entry assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser for <Name of the data entry assignment> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the financial bid uploaded on the eProcurement portal (*mention URL*).

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

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

Yours sincerely,
Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____Date: _____

Form 4: Bank Guarantee for Earnest Money Deposit

To,

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <<name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <Purchaser>

Know all Men by these presents that we <<   >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <Purchaser> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

3. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

4. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

    (a) Withdraws his participation from the bid during the period of validity of bid document; or

    (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

IV. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

V. This Bank Guarantee shall be valid up to *<<insert date>>*)

VI. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before *<<insert date>>*) failing which our liability under the guarantee will automatically cease.

 (Authorized Signatory of the Bank)

Seal:

Date:

Form 5: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Location, Date>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide data entry services for <<name of the assignment>> to <Purchaser> (hereinafter called "the beneficiary")

And whereas it has been stipulated by   in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Rs.<<insert value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<insert value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Nothwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs <<insert value>> (rupees <<insert value in words>> only).**

II. This bank guarantee shall be valid upto *<<insert expiry date>>)*

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<<insert expiry date>>)* failing which our liability under the guarantee will automatically cease.

Appendix II: Commercial Proposal Templates

The Bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 1: Covering Letter

Form 2: Commercial Bid Template

Form 1: Covering Letter

To:

<div align="right"><Location, Date></div>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Subject: Submission of the Financial bid for <provide name of the data entry services assignment>

Dear Sir/Madam,

   We, the undersigned, offer to provide the data entry services for [*Title of services*] in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is exclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Form 1: Covering Letter

Form 2: Financial Proposal

S.no	Record name	Job description	Estimated Quantity	Unit (A)	Location of the records where they are managed and kept	Rate per record (B) : INR per record	Total (A*B) INR
1							
2							
3							
4							
5							
6							
	GRAND TOTAL						<Summation of the above>

Form 2: Financial Proposal

When do we need an RFP for Hardware?

An RFP is used for procurement under the following typical circumstances:

- The hardware to be procured – the quantity and quality is reasonably well known and/or can be clearly specified
- Typically involves time bound delivery
- Budget is known, approved OR availability of budget is assured
- Need to procure the most economical tender, through open competitive bidding - generate adequate buying advantage by ensuring competition amongst at least with 3 to 5 Bidders
- It is advantageous to procure the hardware through and open tender rather than procuring through an existing empanelment

How do you use this RFP?

This model RFP has been prepared for Purchaser / Nodal Officer to engage Hardware selling companies/OEMs for providing hardware and related services.

This model RFP should be used as a template for creation of RFP. The user of this template should refer to the Guidance Notes for Model RFP Documents for "Selection of Hardware supplying agencies" for providing necessary guidance.

There is no requirement for a legal agreement here. The work order referring to the RFP terms and conditions generally suffices the requirement of the legal agreement.

What are typical contents of a Hardware RFP?

S. No.	Document Structure	Desirability	Reference
1.	Fact Sheet	Mandatory	Refer Section 4.1
2.	Background Information	Mandatory	Refer Section 4.2
3.	Instruction to Bidder	Mandatory	Refer Sections 4.3
4.	Pre- Qualification	Mandatory	Refer Section 4.4.1
5.	Criteria for Evaluation	Mandatory	Refer Section 4.4.2
6.	Scope of Work	Mandatory	Refer Section 4.9
7.	Deliverables	Mandatory	Refer Section 4.9.2
8.	Timelines	Mandatory	Refer Section 4.9.2
9.	Payment Schedule	Mandatory	Refer Section 4.10.2
10.	Templates/Forms	Mandatory	Appendix I & II
11.	Checklist for Submission	Mandatory	Appendix I, Form 1 & 5

<Name of the proposed Hardware & Services procurement RFP>

<File reference No.>

4.0

[Template Document for Request for Proposal for Computer Hardware]

S. No.	Particular	Details
1.	Start date of issuance / sale of RFP document	< Date >
2.	Last date for Submission of Queries	< Date >
3.	Pre-Bid Conference	< Date >
4.	Issue of Corrigendum	< Date >
5.	Last date for issuance / sale of RFP Document	< Date >
6.	Last date and time for RFP Submission	< Date >
7.	Date and time of opening of Pre-Qualification bids	< Date >
8.	Date and time for opening of Technical bids	< Date >
9.	Date and time for opening of Commercial bids	< Date >

4 Model RFP Document for Hardware Procurement

As per GFR 2017, Rule 148 & 149 it now compulsory to procure goods and services as available in the GeM. Hence the procurer should first satisfy himself that an RFP is required to be published in conformance with the GFR 2017.

Rule 148	DGS&D shall conclude rate contracts with the registered suppliers for such goods, which are not available on GeM, and are identified as common use items and are needed on recurring basis by various Central Government Ministries or Departments. DGS&D will furnish and update all the relevant details of the rate contracts on its website. The Ministries or Departments shall follow those rate contracts to the maximum extent possible.
Rule 149	……. "The Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM." …….

4.1 Fact Sheet

Clause Reference	Topic
<Section 4.4.3>	The method of selection is: [Type text] *[For guidance on method of selection please refer Section 2.5 of Guidance Notes for Model RFP Documents for "Hardware supply and related services" for information regarding this section]*
<Section 4.3.4.2>	RFP can be Collected from the following address on or before< indicate date, time>: <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id> by paying the document Fee of Rs. <Amount> by Demand Draft in favour of <Bank Account Name> and payable at <Location / City> from any of the scheduled commercial bank OR Downloaded from <website address and www.eprocure.gov.in >. However in this case, the Bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal.
4.3.4.3	EMD in the form of Demand Draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS)
<Section 4.9>	Procurement is for services linked to deliverable < Hardware supply and related services >
<Section 4.3.3>	A pre-Bid meeting will be held on < indicate date, time, and venue>

Clause Reference	Topic
	The name, address, and telephone numbers of the Nodal Officer is: <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id> Clarifications may be requested *<Insert number>* days before the pre-bid meeting date.
<Section 4.3.5.2>	Proposals should be submitted in the following language(s): *<Insert language>*
<Section 4.10>	Taxes: <As applicable>
<Section 4.3.6.2>	Proposals must remain valid [Type text] days [*Normally around 180 days*] after the submission date, i.e., until: <insert the date>
<Section 4.3.4.4>	**<Option 1: In case of online submission>** Bidders must upload and submit on the eProcurement portal *<URL>* all the items (documents), as per the folder structure specified on the eProcurement portal. *Each of the above documents must be uploaded in the format specified for this purpose.* **<Option 2: In case of physical submission>** Bidders must submit an original and *<Insert number>* additional copies of each proposal along with *<Insert number>* of non-editable CD
<Section 4.3.5.3>	The proposal submission address is: <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> Information on the outer envelope should also include : <Name of the RFP> & "DO NOT OPEN BEFORE <insert the date & time>
<Section 4.3.5.3>	**<Option 1: In case of online submission>** Proposals submitted after <insert the date and time> will not be accepted by the eProcurement portal. **<Option 2: In case of physical submission>** Proposals must be submitted no later than the following date and time: <insert the date and time>

4.2 Background Information

[Refer: Section 2.4.3 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for information regarding this section]

4.2.1 Basic Information

a) Purchaser invites responses ("Tenders") to this Request for Proposals ("RFP") from OEMs Agencies/authorized Partners ("Bidders") for the provision of Hardware as described in Section 4.9 of this RFP, "Scope of Work" ("Hardware supply"). Purchaser is the Purchaser for this Government procurement competition ("the Purchaser").

b) Any contract that may result from this RFP Process will be issued for a term of <insert relevant period> ("the Term") which would include the hardware supply, warranty and maintenance support.

c) The Purchaser reserves the right to extend the warranty and maintenance support term for a period or periods of up to <insert relevant period> with a maximum of <insert relevant period> such extension or extensions on the same terms and conditions, subject to the <Purchaser's> obligations at law.

d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

4.2.2 Project Background

[The "Project Background" should give project details around the need for the Hardware. However this may be minimal / brief as it has very low impact on the supply and maintenance of Hardware]

4.2.3 Key Information

[The Introduction section should lay down:
- *Prime Objective of the project*
- *When was the program initiated/sanctioned*
- *Background about the Government program / initiative to address the challenges, issues faced; etc*
- *Project Dependencies*
- *Stakeholder Details*
- *Funds and sponsors for program - The estimated number of professional staff-months required for the assignment OR the sanctioned budget*
- *Any downstream work expected from this assignment and any potential "Conflict of Interest" situation emerging from that*

- *The inputs /facilities which would be provided to the successful Bidder on award of this contract]*

[However this may be minimal / brief as it has very low impact on the supply and maintenance of Hardware]

4.2.4 About the Department

[The "About" section contains the organizational profile of the Government entity/Department which is the end buyer and implementer of the e-Governance project for which this data enter RFP has been published.

The section should explain facts and figures about the Government entity in terms of its
- *Vision and organizational objectives*
- *Manpower strength*
- *Comprising divisions/directorates etc.*
- *Organization structure*
- *Activities of the Department*
- *Geographical spread and operating locations]*

[However this may be minimal / brief as it has very low impact on the supply and maintenance of Hardware]

4.3 Instructions to the Bidders

4.3.1 General

a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the SI support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the <Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.3.2 Compliant Tenders / Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
   i. Comply with all requirements as set out within this RFP.
   ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
   iii. Include all supporting documentations specified in this RFP

4.3.3 Code of integrity

- No official of a procuring entity or a bidder shall act in contravention of the codes which includes
  - d. prohibition of
    - i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
    - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
    - iii. Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
    - iv. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
    - v. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
    - vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
    - vii. Obstruction of any investigation or auditing of a procurement process.
    - viii. Making false declaration or providing false information for participation in a tender process or to secure a contract;
  - e. Disclosure of conflict of interest.
  - f. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

- In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

4.3.4 Pre-Bid Meeting & Clarifications

4.3.4.1 Bidders Queries

a. Purchaser shall hold a pre-bid meeting with the prospective Bidders on <Date & time> at
<Address of the Venue>

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to <Name, Address, Fax and email id of the Nodal Officer> by post, facsimile or email on or before
<Date & time>

c. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			
4.			
5.			
6.			

d. Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

4.3.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

a. The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
b. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
c. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <website address>, GeM, and www.eprocure.gov.in and emailed to all participants of the pre-bid conference.

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

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

[The Purchaser should ensure clear scope and specific responses to Bidder queries. Clarifications on Scope of work which say "as per RFP" should not be encouraged (only if there is a request for change in terms / condition, then "as per RFP" should be allowed). If Bidders raise doubts about the scope, these should be addressed.]

4.3.5 Key Requirements of the Bid

4.3.5.1 Right to Terminate the Process

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

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

4.3.5.2 RFP Document Fees

a. The RFP documents have been made available to be download without any fee from the website <Website address> and www.eprocure.gov.in.

b. The demand draft of RFP document fees (if any, as mentioned in the Fact Sheet) should be submitted along with the bidder's proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

c. [Optional : RFP document can be purchased in hard copy at the address & dates provided in the Fact sheet by submitting a non-refundable bank demand draft of <insert Amount>, drawn in favour of <Bank Account details>, payable at <Location/City> from a commercial bank]

4.3.5.3 Earnest Money Deposit (EMD)

[To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department.]

a. Bidders shall submit, along with their Proposals, an EMD of Rs. <Amount figure and words> only, in the form of a demand draft OR Bankers Cheque OR bank guarantee OR and

electronic Bank Guarantee under Structured Financial Messaging System (SFMS). The payment transfer related information is as follows :

    a. EMD BG in the format specified in Appendix I: Form 3 issued by a commercial bank in favour of <Beneficiary Account details>. The EMD BG should remain valid for a period of 45 days beyond the final tender validity period.

    b. Demand Draft/Banker cheque : Payable at <Location/city>

    c. Electronic Bank Guarantee under Structured Financial Messaging System (SFMS) : < details>

b. EMD of all unsuccessful Bidders would be refunded by Purchaser within <Time Period> of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.

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

d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

e. The EMD may be forfeited:

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

4.3.5.4 Submission of Responses

[*GFR, 2017 (Rule 160) E-Procurement:*

(i) It is mandatory for Ministries/ Departments to receive all bids through e-procurement portals in respect of all procurements.

(ii) Ministries/ Departments which do not have a large volume of procurement or carry out procurements required only for day-to-day running of offices and also have not initiated e-procurement through any other solution provided so far, may use e-procurement solution developed by NIC (GePNIC). Other Ministries/ Departments may either use e-procurement solution developed by NIC or engage any other service provider following due process.

(iii) These instructions will not apply to procurements made by Ministries / Departments through DGS&D Rate Contracts.

(iv) In individual case where national security and strategic considerations demands confidentiality, Ministries/ Departments may exempt such cases from e-procurement after seeking approval of concerned Secretary and with concurrence of Financial Advisers.

(v) In case of tenders floated by Indian Missions Abroad, Competent Authority to decide the tender, may exempt such case from e - procurement.

Accordingly, Ministries / Departments should receive all bids through e-procurement portals in respect of all procurements. However, when not possible, other appropriate methods of bid submission may be used, with proper approvals and reasons in writing. Relevant options have been provided below, which needs to be customized.]

<Option 1: In case of Online Submission on e-Procurement portal>

Bidders should submit their responses as per the procedure specified in the e-Procurement portal (*specify URL*) being used for this purpose. *Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:*

- Tender Fee
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The <User Department> will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

a. The Bidders should submit their responses as per the format given in this RFP in the following manner
- Response to Pre-Qualification Criterion : (1 Original + <1 > Copies +<1>CD) in first envelope
- Technical Proposal - (1 Original + <1> Copies +<1>CD) in second envelope
- Commercial Proposal - (1 Original) in third envelope

b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.

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

d. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for <Name of the assignment> - < RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time>".

e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".

f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.

h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

i. In case of any discrepancy observed by Purchaser in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by Purchaser in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

4.3.5.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. In case of e-Procurement, a copy of the same should be uploaded under the relevant section/folder on the eProcurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

4.3.6 Preparation and Submission of Proposal

4.3.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.3.6.2 Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be

duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.3.6.3   Venue & Deadline for Submission of proposals

<Option 1: In case of Online Submission on e-Procurement portal>

In case of e-Procurement, the response to RFPs must be submitted on the eProcurement portal (specify URL) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to Purchaser at the address specified below:

Addressed To	<Name of Person/Designation to be addressed to>
Name	Purchaser
Address	<Address>
Telephone	<Telephone No.>
Fax Nos.	<Fax No.>
Email ids	<email id>
Last Date & Time of Submission	<Date> before <Time>

4.3.6.4   Late Bids

<Option 1: In case of Online Submission on e-Procurement portal>

Bids submitted after the due date will not be accepted by the eProcurement system (*mention URL*) and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

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

b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

c. The Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

    d. The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

    e. The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

4.3.7 Evaluation process

a. Purchaser will constitute a Purchase Committee to evaluate the responses of the Bidders

b. The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

c. The decision of the Purchase Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

d. The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals

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

f. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

4.3.7.1 Tender Opening

The Proposals submitted up to <Time> on <Date> will be opened at <Time> on <Date Time> by <Nodal officer> or any other officer authorized by Purchaser, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

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

4.3.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of <90> days from the date of submission of Tender.

4.3.7.3 Tender Evaluation

a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
- Are not submitted in as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)

- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period

b. All responsive Bids will be considered for further processing as below.

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

4.4   Criteria for Evaluation

4.4.1   Pre-Qualification (PQ) / Eligibility Criteria

[Please refer Section 2.5 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for information regarding this section before finalization of the criteria]

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Sales Turnover in Hardware Sales & Maintenance services	Annual Turnover during each of the last three financial years (as per the last published Balance sheets), should have a minimum of Rs. <value> that is **generated from Hardware supply** and their associated maintenance services, packaged software etc. *[**Refer: Section** 2.5.2 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for guidance on the PQ requirements of <Nature of Work> Related Turnover]*	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
2	Letter of authorization from OEM	1. The Bidder should be an OEM (and/or Original Software Developer for system software, database, etc.) or their authorized representative. In case of authorized representative, a letter of authorization from original manufacturer must be furnished.	Letter of authorization; as per template provided
3	Technical Capability	2. Hardware supplying agency must have **successfully undertaken at least the following numbers of systems implementation engagement(s)** of value specified herein : - One project of similar nature not less than the amount <value equal to 80% of estimated cost>; OR - Two projects of similar nature not less than the amount equal <value equal to 60% of estimated cost>; OR - Three projects of similar nature not less than	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR

S. No.	Basic Requirement	Specific Requirements	Documents Required
		the amount equal <value equal to 40% of estimated cost>

<Provide the definition of "similar nature" of work>

*[**Refer: Section** 2.5.3 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for guidance on the PQ requirements of experience]* | Work Order + Phase Completion Certificate from the client |
| 4 | Quality Certifications | a) ISO 9001 | Copy of certificate |
| | | b) ISO 20000
*[**Refer: Section** 2.5.6 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for guidance on the PQ requirements of certifications]* | Copy of certificate |
| 5 | Legal Entity | The Bidder should be a Company registered under the Companies Act, 1956 since last 5 years.

Also the company should be registered with the Service Tax Authorities and operating for the last five years.

*[**Refer: Section** 2.5.8 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for guidance on the PQ requirements of Legal Entity]* | - Certificates of incorporation

- Registration Certificates |
| 6 | Local Service Centres | The Bidder should have presence in <Location> with support centers at both places. The Bidder should have technical manpower with experience to provide service at both locations for support under this contract. | A Self Certified letter by an authorized signatory |
| 7 | Integrity Pact | *[**Refer: Section** 1.4.11 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for more information under this section]* | Integrity Pact in the prescribed form. |
| 8 | Debarment | *[**Refer: Section** 2.5.7 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to debarment*

It may be noted that as per GFR 2017, Rule 151, DGS&D is to maintain the list of debarred bidders who have been convicted of an offence (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

3. A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity

] | A Self Certified letter that the bidder (or any of its successor) is not in the active debarred list Published by DGS&D or Central Public Procurement Portal; or Procuring Ministry / Department |

[It may be noted that the Pre-qualification criteria should not be put for cases while short-listing of Bidders has already been carried out through Expression of interest. In case, where EOI has not been carried out, a Pre-Qualification criterion may be kept.

Moreover, the pre-qualification criterion should not be mandated where the RFP document is to be shared with the empanelled list]

4.4.2   Technical Qualification Criteria

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

The Product offered should meet all the technical and functional specifications given in the section "Scope of Work". Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

Response except 'Y' or 'N' is not acceptable. If any Bidder provides response other than Y' or 'N' the same will be treated as Not Available i.e. N.

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least <minimum marks to obtain for technically qualifying> from the technical evaluation criteria would be considered technically qualified.

4.4.3   Commercial Bid Evaluation

a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
b. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment]
c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
d. The bid price will include all taxes and levies and shall be in Indian Rupees.
e. Any conditional bid would be rejected
f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

[Please Sections 2.7 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for information regarding this section]

4.4.3.1 *Preference to domestically manufactured electronic products in Government procurement*

1) Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of the Ministry of Electronics and Information Technology (MeitY) Notification No.33(3)/2013-IPHW dated 23.12.2013 and the relevant Guidelines. A copy of the aforesaid Notifications/Guidelines and updated list of notified hardware can be accessed from MeitY website i.e. URL www.MeitY.gov.in/esdm. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of this tender document.

2) The modalities through which the preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated are as follows:

     a) The electronic products for which preference will be provided to domestic manufacturers shall be:

By MeitY

11. Desktop PCs
12. Dot Matrix Printers
13. Tablet PCs
14. Laptop PCs
15. Contact Smart Cards
16. Contactless Smart Cards

17. LED Products
18. Biometric Access Control/Authentication Devices
19. Biometric Finger Print Sensors
20. Biometric Iris Sensors

By DoT

24. Encryption/UTM platforms (TDM and IP)
25. Core/ Edge/ Enterprise routers
26. Managed Leased line Network equipment
27. Ethernet Switches (L2 and L3), Hubs, etc.
28. IP based Soft Switches, Media gateways
29. Wireless/ Wireline PABXs
30. CPE (Including WiFi Access points and Routers, Media Converters), 2G/3G Modems, Leased - line Modems, etc.
31. Set - Top Boxes
32. SDH/ Carrier- Ethernet/ Packet Optical Transport equipment
33. DWDM/CWDM systems
34. GPON equipment
35. Digital Cross- Connects/MUXs
36. Small size 2G/ 3G GSM based Base Station Systems

37. LTE based broadband wireless access systems (eNodeB, EPC, etc.)
38. (Access Point, Aggregation Block, Core Block, etc.)
39. Microwave Radio systems (IP/Hybrid)
40. Software Defined Radio, Cognitive Radio systems
41. Repeaters (RF/RF- over- optical), IBS, and Distributed Antenna system
42. Satellite based systems - Hubs, VSAT etc.
43. Copper access systems (DSL/DSLAM)
44. Network Management systems
45. Security and Surveillance communication systems(video and sensors based)
46. Optical Fiber Cable

     b) The quantity of procurement for which preference will be provided to domestic manufactures shall be <insert number>% of the total tendered quantity.

     c) Percentage of domestic value addition which qualifies the electronic product i.e......... to be classified as domestically manufactured shall be <insert number>% for the year 201 _-_ _.

d) The preference to DMEP shall be subject to meeting technical specifications and matching L1 price.

4) Bidders, claiming to bid in the status of domestic manufacturer, are required to give an undertaking in the format given in Appendix IV, Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product.

Furnishing of false information on this account shall attract penal provisions as per Guidelines/ Notification.

4.5 Appointment of Hardware Supplier

4.5.1 Award Criteria

Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

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

Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

4.5.3 Notification of Award

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

For each electronic product proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid is of a domestic manufacturer, the said bidder will be awarded full value of the order. If L1 bid is not from a domestic manufacturer, the value of the order awarded to L1 bidder will be the balance of procurement value after reserving specified percentage of the total value of the order for the eligible domestic manufacturer. Thereafter, the lowest bidder among the domestic manufacturers, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the domestic manufacturer. In case first eligible bidder (i.e. domestic manufacturer) fails to match L1 bid, the bidder (i.e. domestic manufacturer) with next higher bid will be invited to match L1 bid and so on. However, the procuring agency may choose to divide the order amongst more than one successful bidder as long as all such

bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself. In case all eligible domestic manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value. Only those domestic manufacturers whose bids are within 20% of the L1bid would be allowed an opportunity to match L1 bid.

Upon the successful Bidder's furnishing of Performance Bank Guarantee, Purchaser will notify each unsuccessful Bidder and return their EMD.

4.5.4   Performance Guarantee

The Purchaser will require the selected Bidder to provide a Performance Bank Guarantee, within <15> days from the Notification of award, for a value equivalent to <10%> of the total contract cost . The Performance Guarantee should be valid for a period of <months>. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Purchaser at its discretion may cancel the order placed on the selected Bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Purchaser incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.5.5   Signing of Contract

Post submission of Performance Guarantee by the successful Bidder, Purchaser shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder.

[It may be noted that the contract for hardware sales and services is a relatively simpler contract agreement which refers to all the terms and conditions of this RFP and corrigendum]

4.5.6   Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the <Purchaser> shall invoke the PBG of the most responsive Bidder.

4.6 Fraud and Corrupt Practices

a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

b. Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Hardware Supplier shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of <period, suggested 2 (two)> years from the date such Bidder or Hardware Supplier, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

    a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.7 Conflict of Interest

The Vendor shall disclose to Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

[In normal course, the Hardware supplying agency should not be restrained to provide hardware for the same project and its related project, as long as they do not take up services which directly or perceptibly lead to a situation which would lead to a conflict of interest. For e.g. a hardware supplier should not take up work of Project Management Consultancy, as it is a perceptible conflict of interest]

4.8 Terms and Conditions: Post Award of Contract

4.8.1 Termination Clause

4.8.1.1 *Right to Terminate the Process*

Purchaser reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by Purchaser under the following circumstances:-
  i. The selected Bidder commits a breach of any of the terms and conditions of the bid.
  ii. The Bidder goes into liquidation, voluntarily or otherwise.
  iii. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
  iv. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Purchaser reserves

its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

v. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.

vi. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, Purchaser reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.

vii. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, Purchaser reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which Purchaser may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

viii. Purchaser reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.

4.8.1.2   Consequences of Termination

a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

b. Nothing herein shall restrict the right of Purchaser to invoke the Purchaser Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available Purchaser under law or otherwise.

c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.8.2   Liquidated Damages

a. Notwithstanding Purchaser's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. For eg. If Server is delivered but delivery of power cord, to be supplied along with Server, is delayed then LD would be calculated on the total cost of the Server and not on the cost of the power cord alone.

b. Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.

c. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

d. Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the Bidder. Liquidated damages will be calculated on per week basis.

4.8.3 Acceptance Tests

The selected Bidder in presence of the Purchaser authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the hardware, software, communication equipment etc. No additional charges shall be payable by the Purchaser for carrying out these acceptance tests.

4.8.4 Audit by Third Party

Purchaser at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Purchaser.

4.8.5 Penalty

a. The Bidder shall perform its obligations under the Agreement entered into with the Purchaser, in a professional manner.

b. In the event of failure of maintaining performance metrics specified in the SLA, penalties as defined in the SLA would be levied per payment milestone period subject to a maximum of 10% of the payment for that period.

c. Purchaser may recover such amount of penalty from the associated payments, being released to the Implementation Agency.

d. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Purchaser has to take corrective actions to ensure functionality of its property.

  – Purchaser may impose seek to recover such amounts from the Implementation Agency, to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.

  – The Purchaser shall implement all penalty clauses after giving due notice to the Bidder.

  – If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Purchaser reserves

the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

4.8.6 Dispute Resolution Mechanism

The Bidder and the Purchaser shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b. The matter will be referred for negotiation between <Nodal Officer> and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in <Location> and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

4.8.7 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

4.8.8 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

4.8.9 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

4.9 Details on Scope of Work

4.9.1 Scope of Work

While Purchaser recognizes that utilization of proprietary methods or protocols sometimes provides competitive advantage, Purchaser will give preference to those vendors whose products support open source or also support recognized industry standard methods and protocols.

Equipment bid shall be new, current models manufactured with 100% new OEM parts. All products should be offered in *current production* as of the date of the award. *For purpose of this contract "current production" shall mean that the equipment model is being manufactured as new equipment for the Indian market.* Refurbished equipment is not acceptable.

All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating system.

Purchaser require a managed environment and a guaranteed minimum product lifecycle of 10 months or longer:

- Products that cannot meet the 10-month minimum lifecycle replacement must be clearly noted in the published product description
- Optional components which are add-on items at the time of purchase (e.g., additional hard drives) are exempt from the 10-month minimum lifecycle requirement

– Product cannot change or be upgraded during the entire lifecycle period for any reason other than end-of-life issues (e.g., swapping of processor, motherboard, etc. is prohibited). If a product will be discontinued within the given refresh period, Purchaser must be notified in writing, **before** the refresh period begins, with an explanation of when and why the change will be necessary. An exception process is available for circumstances that affect all manufacturers (e.g., natural disaster affecting production or shipping).

–

2. Specifications

Purchaser desires a full complement of computer hardware. However, understanding that all vendors do not provide all types of hardware, we acknowledge that to respond, vendors must be able to provide <some or all of, desktops, servers, laptops, notebooks, or thin clients> at the very least in the following broad categories: <Add Categories>

[Please refer Appendix 3.1 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for typical Specifications which can be used for the hardware procurement. It may be noted that the specifications should not indicate towards a particular brand]

*[**Maintenance - GFR Rule 169:** Depending on the cost and nature of the goods to be purchased, it may also be necessary to enter into maintenance contract(s) of suitable period either with the supplier of the goods or with any other competent firm, not necessarily the supplier of the subject goods. Such maintenance contracts are especially needed for sophisticated and costly equipment and machinery. It may, however, be kept in mind that the equipment or machinery is maintained free of charge by the supplier during its warranty period or such other extended periods as the contract terms may provide and the paid maintenance should commence only thereafter.]*

*[**Buy-Back :** When it is decided to replace an existing old item(s) with a new/better version, the department may trade the existing old item while purchasing the new one by issuing suitable bidding documents for this purpose. The condition of the old item, its location and the mode of its handing over to the successful bidder are also to be incorporated in the bidding document. Further, the bidder should be asked to quote the prices for the item (to be offered by them) with rebate for the old item and also, without any rebate (in case they do not want to lift the old item). This will enable the department either to trade or not to trade the old item while purchasing the new one.]*

4.9.2   Deliverables & Timelines

The Bidder should deliver the hardware and Software within 30 days from the date of purchase Order. The software should be delivered along with the delivery of hardware. The commissioning of the project as per the scope of work shall be completed within 30 working days from the date of delivery of the hardware.

4.9.3   Right to alter Quantities

The hardware and software quantity mentioned in the scope of work of this RFP are only indicative. The exact number of software licenses required could only be finalized based on the server processor quoted by the Bidder, Purchaser shall accordingly order the required number of licenses at the time of placement of Purchase Order.

The Purchaser reserves the right to alter the number of hardware equipments specified in the tender in the event of changes in plans of the Purchaser. Any decision of Purchaser in this regard shall be final, conclusive and binding on the Bidder. The Purchaser reserves the right to place order for additional hardware equipments at the agreed priced during the contract period with the same terms and conditions.

4.10 Payment Procedure and Terms

4.10.1 Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by this office < Office>. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the concerned sites where the purchased equipment have been delivered. Also the Bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third part liabilities.

4.10.2 Payment Schedules

[Refer: Section 2.11 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for information regarding this section]

[[Payment milestone should be finalized in such a manner in which the Purchaser is able to garner enough bidders as well as protect the interest of the Government.]

[Template for filling up Phase wise Payment Schedules

No advance payment will be made. [However, if advance is paid, Rule 172 of GFR should be strictly complied]
Sample milestone is provided below:

S. No.	Milestone	Billable Fee (as % of Contract Value)
1.	First	*50 % of the cost of Hardware and Software except ATS along with applicable taxes will be paid on delivery, physical mounting of hardware on racks & OS installation and on submission of invoice with proof of delivery, and installation*
2.	Second	*40% of the cost of Hardware and Software except ATS along with applicable taxes after successful commissioning of the project as per the scope of work.*
3.	Third	*Remaining 10% of the cost of Hardware and Software except ATS along with applicable taxes after completion of one year from the date of project commissioning sign off or on submission of Performance bank Guarantee for*

S. No.	Milestone	Billable Fee (as % of Contract Value)
		equivalent value and time period.

]

Payment of Annual Technical Support (ATS)

ATS Payment along with applicable taxes for <software> for the first year will be made on submission of invoices after delivery of Software licenses.

ATS Payment along with applicable taxes for < software> from second year onwards will be made against submission of invoice, one month prior to expiry of previous year of support. Vendor should ensure that there is no reinstatement of software license.

The taxes would be paid at the prevalent rates

Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms :

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Manufacturers'/Producers' Authorization Form

Form 4: Bank Guarantee for Earnest Money Deposit (EMD)

Form 5: Integrity Pact

Forms to be used in Technical Proposal

Form 5: Compliance Sheet for Technical Proposal

Form 6: Letter of Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

S. No.	Basic Requirement	Documents Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 4)	Yes / No	
5	Sales Turnover in Hardware & Maintenance services	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
6	Letter of authorization	Letter of authorization; as per template provided (Form 3)	Yes / No	
7	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Yes / No	
8	Local Service Centres	A Self Certified letter by an authorized signatory	Yes / No	
9	Quality Certifications	*[As relevant]*	Yes / No	
10	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes / No	-
11	Debarment	A self certified letter	Yes / No	

Form 2: Particulars of the Bidders

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Manufacturers'/Producers' Authorization Form

No. Date:
To:

OEM Authorization Letter

Dear Sir:
Ref: Your RFP Ref: [*] dated [*]

We who are established and reputable manufacturers / producers of _____
having factories / development facilities at (*address of factory / facility)* do hereby authorize M/s
_____ *(Name and address of Agent)* to submit a Bid, and sign the contract with you
against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by
the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information
pertaining to the Products manufactured or distributed by the Bidder:
  c. Such Products as the Purchaser may opt to purchase from the Supplier, provided, that this
      option shall not relieve the Supplier of any warranty obligations under the Contract; and
  d. in the event of termination of production of such Products:
      i.   advance notification to the Purchaser of the pending termination, in sufficient time
           to permit the Purchaser to procure needed requirements; and
      ii. Following such termination, furnishing at no cost to the Purchaser, the design
           documents, operations manuals, standards and specifications of the Products, if
           requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support
and maintenance obligations required by the contract.

Yours faithfully,

(Name)
(Name of Producers)
Note: This letter of authority should be on the letterhead of the manufacturer and should be signed
by a person competent and duly authorized to bind the OEM, by way of a board resolution or power
of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Form 4: Bank Guarantee for Earnest Money Deposit (EMD)

<Location, Date>

To,
<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <<name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <Purchaser>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <Purchaser> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

    (a) Withdraws his participation from the bid during the period of validity of bid document; or

    (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid upto *<<insert date>>*)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before *<<insert date>>*) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 5: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

S.No	Requirement	Proposed Hardware	Version & Year of Release & EOL expected	O&M Support (Warranty/ ATS/: as required as per RFP)	OEM	Features mandated in RFP [to be filled by Purchaser]	Compliance to Features & Functionalities of the Model proposed (put "Y" or "N" only)
1	*[To be filled by Purchaser]*	<<Provide the Product Name or fill Custom Built, in case of a new development >>				*[To be filled by Purchaser]*	
						[To be filled by Purchaser]	
					...		
2							

Form 6: Letter of Proposal

To:

<div align="right"><Location, Date></div>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Subject: Submission of the Technical bid for <Hardware supply & related services>

Dear Sir/Madam,

We, the undersigned, offer to provide < Hardware supply & related services > to the Purchaser on with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid uploaded on the eProcurement portal (*mention URL*).

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

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

Yours sincerely,
Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____Date: _____

Appendix II: Commercial Proposal Templates

The Bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 1: Covering Letter

Form 2: Commercial Bid Template

Form 1: Covering Letter

To:

<Location, Date>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Subject: Submission of the Financial bid for < Hardware supply & related services >

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for << Hardware supply & related services >> in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is exclusive of the local taxes.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e., [*Date*].

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Form 1: Covering Letter

Form 2: Financial Proposal

Table 1: Hardware

#	Item	Quantity (a)	Per Unit Cost (b)	Manufacturer/ Supplier	Country of Origin	Domestic value addition in %age	%age import component	Taxes per unit (c)	Total (a x (b+c)
					Total Cost for Hardware (Amount quoted in Figures) with 5 year warranty				
					Total Cost for Hardware (Amount quoted in words) with 5 year warranty				

Specify foreign exchange currency:

Table 2: Software

S. No.	Item	Quantity (a)	Cost per license(b)	Taxes per unit	Total (a x (b+c)
	Total Cost for Software (Amount quoted in Figures)				
	Total Cost for Software (Amount quoted in words)				

** Cost of <Software> license <should OR should Not> include any support/upgrade Charges and/or renewal charges for <period>

Table 3: Annual Technical Support on Licensed Software

Software : <Provide the name of the software>

S. No.	Item	Quantity (a)	Annual Technical Support Charges (b)	Taxes	Total (
	ATS for 1st year				

	ATS for 2nd year				
	ATS for 3rd year				
	ATS for 4th year				

[Add more tables, if required]

Appendix III: Templates

Performance Bank Guarantee

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide Implementation services for <<name of the assignment>> to <Purchaser> (hereinafter called "the beneficiary")

And whereas it has been stipulated by   in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Rs.<<insert value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs .<<insert value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until *<<Insert Date>>*)

Noth withstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs <<insert value>> (rupees <<insert value in words>> only).

II. This bank guarantee shall be valid upto *<<insert expiry date>>*)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<<insert expiry date>>*) failing which our liability under the guarantee will automatically cease.

Appendix IV

Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product to be provided on Rs.100/- Stamp Paper

Date:

I S/o, D/o, W/o, Resident of do hereby solemnly affirm and declare as under:

6   That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: 33(3)/2013-IPHW dated 23.12.2013.

7   That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value addition.

8   That the domestic value addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.

9   That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

10 That I have complied with all conditions referred to in the Notification No wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith. I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities.

    i.   Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)

   ii.   Date on which this certificate is issued

  iii.   Electronic Product for which the certificate is produced

  iv.   Procuring agency to whom the certificate is furnished

   v.   Percentage of domestic value addition claimed

  vi.   Name and contact details of the unit of the manufacturer

 vii.   vii. Sale Price of the product

viii.   viii. Ex-Factory Price of the product

  ix.   Freight, insurance and handling

   x.   Total Bill of Material

  xi.   List and total cost value of inputs used for manufacture of the electronic product

 xii.   List and total cost of inputs which are domestically sourced. Please attach value addition certificates from suppliers, if the input is not in-house. xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of <Name of firm/entity>

Authorized signatory (To be duly authorized by the Board of Directors)

<<Insert name designation and Contact number>>

Structure of Template of RFP Document

When do we need an RFP?

An RFP is used for procurement under the following typical circumstances:

- Scope of work and deliverables are standard, reasonably well known and/or can be clearly specified
- Typically involves time bound delivery
- Budget is known, approved OR availability of budget is assured
- Need to procure the most economical tender, through open competitive bidding - generate adequate buying advantage by ensuring competition amongst at least with 3 to 5 Bidders.
- If all the above is applicable and estimated value of the assignment is less than Rs. 25 lakhs then the Purchaser can directly release this RFP instead of releasing the EOI and then RFP. This RFP may consist of Technical evaluation criteria and/or Pre-qualification criteria with financial details.

How do you use this RFP?

This model RFP has been prepared for Purchaser / Nodal Officer to engage Systems Implementation Partner/Agency for providing Software Solutions and Services for the conditions mentioned above. This model RFP should be used as a template for creation of RFP. The user of this template should refer to the *"Guidance Notes: Model RFP Templates for Implementation Agencies"* for providing necessary information.

The legal agreement has been provided separately in Annexure I

What are the typical contents of a RFP?

S. No.	Document Structure	Desirability	Reference
1.	Fact Sheet	Mandatory	Refer Section 5.1
2.	Background Information	Mandatory	Refer Section 5.4
3.	Instruction to Bidder	Mandatory	Refer Sections 5.5
4.	Pre- Qualification	Mandatory	Refer Section 5.6.1
5.	Criteria for Technical Evaluation	Mandatory	Refer Section 5.6.2
6.	Scope of Work	Mandatory	Refer Section 5.8
7.	Deliverables & Timelines	Mandatory	Refer Section 5.10
8.	Payment Schedule	Mandatory	Refer Section 5.14
9.	Service Level Agreements (SLAs)	Mandatory	Refer Section 5.11
10.	Checklist for Submission	Mandatory	Appendix I, Form 1 & 4
11.	Commercial Bid Format	Mandatory	Appendix II

<Name of the proposed e-Governance Project>

<File reference No.>

5.0

[Template Document for Request for Proposal for Software Solution Provider]

S. No.	Particular	Details
1.	Start date of issuance / sale of RFP document	< Date >
2.	Last date for Submission of Queries	< Date >
3.	Pre-Bid Conference	< Date >
4.	Issue of Corrigendum	< Date >
5.	Last date for issuance / sale of RFP Document	< Date >
6.	Last date and time for RFP Submission	< Date >
7.	Date and time of opening of Pre-Qualification bids	< Date >
8.	Date and time for opening of Technical bids	< Date >
9.	Date and time for opening of Commercial bids	< Date >

5 Model RFP Document for Software Application Development & Maintenance

As per GFR 2017, Rule 148 & 149, it is now compulsory to procure goods and services as available in the GeM. Hence the procurer should first satisfy himself that an RFP is required to be published in conformance with the GFR 2017.

Rule 148	DGS&D shall conclude rate contracts with the registered suppliers for such goods, which are not available on GeM, and are identified as common use items and are needed on recurring basis by various Central Government Ministries or Departments. DGS&D will furnish and update all the relevant details of the rate contracts on its website. The Ministries or Departments shall follow those rate contracts to the maximum extent possible.
Rule 149	……. "The Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM." …….

5.1 Fact Sheet

The Bidders should be provided with this **Fact Sheet** comprising of important factual data on the tender.

Clause Reference	Topic
<Section 5.6.4>	**The method of selection is: [Type text]** *[Refer: Section 2.6.1.1 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for Method of Selection]* Shortlisted firm/entity may associate with other shortlisted firm *[relevant only in the case where EOI process has been completed previously]:* Yes ___ No ___ *[Optional :* *The Financial Proposal shall not exceed the available budget of: <insert the available budget>]*

<Section 5.5.4.2>	RFP can be
	    Collected from the following address on or before <Indicate date, time> :
	    <Name>
	    <Designation>
	    <Address>
	    <Phone Nos.>
	    <Fax Nos.>
	    <Email id>
	    by paying the document Fee of Rs. <Amount> by Demand Draft in favour of <Bank Account Name> and payable at <Location / City> from any of the scheduled commercial bank

Clause Reference	Topic
	OR Downloaded from <website address and www.eprocure.gov.in >. However in this case, the Bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal.
<Section 5.5.4.3>	EMD in the form of Demand Draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS)
<Section 5.8>	Procurement is linked to <Deliverables>
<Section 5.8>	The assignment is phased: Yes _____ No_____ *[If yes, indicate the phasing]*
<Section 5.5.3>	A pre-Bid meeting will be held on <Indicate date, time, and venue> The name, address, and telephone numbers of the Nodal Officer is: <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id> All the queries should be received on or before <indicate date, time>, either through post, fax or email.
<Section 5.16>	The Purchaser/Government Department envisages any downstream work: Yes __ No ___ *[If yes, outline in the Terms of Reference the scope, nature, and timing of future work]* *[Also indicate, whether the downstream work would constitute "Conflict of interest". **Refer: Section** 2.5.10 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for details on "Conflict of Interest"]*
<Section 5.5.5.2>	Proposals should be submitted in the following language(s): *<Insert language>*
<Section 5.14>	Taxes: <As applicable>
<Section 5.5.7.2>	Proposals must remain valid <days> *[Normally between 60 and 90 days]* after the submission date, i.e., until: <insert the date>
<Section 5.5.4.5>	Bidders must upload and submit on the eProcurement portal *<URL>* all the items (documents), as per the folder structure specified on the eProcurement portal. An indicative list of such items includes: • Tender Fee • EMD • Pre-qualification response • Technical Proposal • Financial proposal • Additional certifications/documents, etc.

Clause Reference	Topic
	Each of the above documents must be uploaded in the format specified for this purpose. • •
<Section 5.5.5.3>	Proposals submitted after <insert the date and time> will not be accepted by the eProcurement portal.

5.2 Request for Proposal

Sealed tenders are invited from eligible, reputed, qualified <Software Application Developers / Implementers> as detailed out in the Scope of Work under Section 5.8 of this RFP Document. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in Section 5.6.1 of this RFP Document.

5.3 Structure of the RFP

This Request for Proposal (RFP) document for the project of <Name of the Project> for <Purchaser/Government department> comprise of the following.

i.   Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:

    a.   General instructions for bidding process

    b.   Bid evaluation process including the parameters for Pre-qualification, Technical evaluation and commercial evaluation to facilitate Purchaser in determining Bidder's suitability as the implementation partner

    c.   Payment schedule

    d.   Commercial bid and other formats

ii.   Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:

    a.   About the project and its objectives

    b.   Scope of work

    c.   Functional and Technical requirements

    d.   Project Schedule

    e.   Service levels for the implementation partner

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating Bidder's suitability to become the Software developer & Implementation partner of Purchaser.

iii. Master Service Agreement (MSA), Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA). (provided separately in Annexure I)

The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

5.4 Background Information

*[**Refer: Section** 2.5.3 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for providing necessary information]*

5.4.1 Basic Information

a) Purchaser invites responses ("Tenders") to this Request for Proposals ("RFP") from Systems Implementation Agencies/Partners ("Bidders") for the provision of <e-Governance System Implementation Services> as described in Section 2.8 of this RFP, "Scope of Work" ("the Software Solution and Services").

b) Any contract that may result from this Government procurement competition will be issued for a term of <insert relevant period> ("the Term").

c) The Purchaser reserves the right to extend the Term for a period or periods of up to <insert relevant period> with a maximum of <insert relevant period> such extension or extensions on the same terms and conditions, subject to the <Purchaser's> obligations at law.

d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

5.4.2 Project Background

[The "Project Background" should give project details around
- *Need for the solution, product(s) and services*
- *Solution components with functional overview of each component*
- *Expected outcome of the implemented solution]*

5.4.3 Key Information

[The Introduction section should lay down:
- *Prime Objective of the project*

- *When was the program initiated/sanctioned*
- *Background about the Government program / initiative in terms of business challenges, issues faced and lack of efficiency etc*
- *Project Dependencies*
- *Stakeholder Details*
- *Funds and sponsors for program - The estimated number of professional staff-months required for the assignment OR the sanctioned budget*
- *Any downstream work expected from this assignment and any potential "Conflict of Interest" situation emerging from that*
- *The inputs /facilities which would be provided to the successful Bidder on award of this contract]*

5.4.4   About the Department

[The "About" section contains the organizational profile of the Government entity/Department which is the end buyer and implementer of the procured solution.
The section should explain facts and figures about the Government entity in terms of its
- *Vision and organizational objectives*
- *Key Functions of the Department*
- *Organization structure of the Department (Comprising divisions/directorates etc.)*
- *Manpower strength*
- *Activities of the Department*
- *Geographical spread and operating locations]*

5.5   Instructions to the Bidders

5.5.1   General

a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

5.5.2 Compliant Proposals / Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
    i. Include all documentation specified in this RFP;
    ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
    iii. Comply with all requirements as set out within this RFP.

5.5.3 Code of integrity

- No official of a procuring entity or a bidder shall act in contravention of the codes which includes
    g. prohibition of
        i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
        ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
        iii. Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
        iv. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
        v. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
        vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
        vii. Obstruction of any investigation or auditing of a procurement process.
        viii. Making false declaration or providing false information for participation in a tender process or to secure a contract;
    h. Disclosure of conflict of interest.

i. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

- In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

5.5.4 Pre-Bid Meeting & Clarifications

5.5.4.1 Pre-bid Conference

a. Purchaser shall hold a pre-bid meeting with the prospective Bidders on <Date, Time> at <Address of the Venue>.

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to <Name, Address, Fax and email id of the Nodal Officer> by post, facsimile or email on or before
<Date & time>

c. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1.			
2.			
3.			
4.			
5.			
6.			

d. Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

5.5.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

a. The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.

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

c. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <website address>, GeM and www.eprocure.gov.in and emailed to all participants of the pre-bid conference.

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

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

[The clarification offered at the Pre-Bid conference should also be recorded [preferably video recording] and kept for record purposes.
The Purchaser should ensure clear scope and specific responses to Bidder queries. Clarifications on Scope of work which say "as per RFP" should not be encouraged (only if there is a request for change in terms / condition, then "as per RFP" should be allowed). If Bidders raise doubts about the scope, these should be addressed.]

5.5.5   Key Requirements of the Bid

5.5.5.1   *Right to Terminate the Process*

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

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

5.5.5.2   *RFP Document Fees*

a. The RFP documents have been made available to be download without any fee from the website <Website address> and www.eprocure.gov.in.

b. The demand draft of RFP document fees (if any, as mentioned in the Fact Sheet) should be submitted along with the bidder's proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

c. [Optional : RFP document can be purchased in hard copy at the address & dates provided in the Fact sheet by submitting a non-refundable bank demand draft of <insert Amount>, drawn in favour of <Bank Account details>, payable at <Location/City> from a commercial bank]

5.5.5.3   *Earnest Money Deposit (EMD)*

[To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement

Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department.]

a. Bidders shall submit, along with their Proposals, an EMD of Rs. <Amount figure and words> only, in the form of a demand draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS). The payment transfer related information is as follows :

    a. EMD BG in the format specified in Appendix I: Form 3 issued by a commercial bank in favour of <Beneficiary Account details>. The EMD BG should remain valid for a period of 45 days beyond the final tender validity period.

    b. Demand Draft/Banker cheque : Payable at <Location/city>

    c. Electronic Bank Guarantee under Structured Financial Messaging System (SFMS) : < details>

b. EMD of all unsuccessful Bidders would be refunded by Purchaser within <Time Period> of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.

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

d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

e. The EMD may be forfeited:

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

5.5.5.4 Inclusion of MSMEs in Project Delivery

The Bidders are encouraged to include Medium and Small & Medium Enterprises (MSMEs) in the delivery of the project by Subcontracting or Outsourcing a certain value of the total contract. The MSME partner should be registered under the Micro Small Medium Enterprise Act, 2006.

This encouragement is in form a extra marks provided in the Evaluation Criteria. This is in addition to the tax exemptions/benefits (if any) for Sub-contracting or Outsourcing to the MSMEs.

*[This is a successful good practice in many developed nations where they put a minimum limit for outsourcing work to MSME up to 10+% (generally 20%) of the estimated value of the project for the MSME. This has been done successfully to encourage the MSME sector. **Refer: Section** 2.4.4.5 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for Guidance on inclusion of this clause]*

5.5.5.5 Submission of Proposals
[GFR, 2017 (Rule 160) E-Procurement:

(i) It is mandatory for Ministries/ Departments to receive all bids through e-procurement portals in respect of all procurements.

(ii) Ministries/ Departments which do not have a large volume of procurement or carry out procurements required only for day-to-day running of offices and also have not initiated e-procurement through any other solution provided so far, may use e-procurement solution developed by NIC (GePNIC). Other Ministries/ Departments may either use e-procurement solution developed by NIC or engage any other service provider following due process.

(iii) These instructions will not apply to procurements made by Ministries / Departments through DGS&D Rate Contracts.

(iv) In individual case where national security and strategic considerations demands confidentiality, Ministries/ Departments may exempt such cases from e-procurement after seeking approval of concerned Secretary and with concurrence of Financial Advisers.

(v) In case of tenders floated by Indian Missions Abroad, Competent Authority to decide the tender, may exempt such case from e - procurement.

Accordingly, Ministries / Departments should receive all bids through e-procurement portals in respect of all procurements. However, when not possible, other appropriate methods of bid submission may be used, with proper approvals and reasons in writing. Relevant options have been provided below, which needs to be customized.]

<Option 1: In case of Online Submission on e-Procurement portal>

Bidders should submit their responses as per the procedure specified in the e-Procurement portal (*specify URL*) being used for this purpose. *Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:*

- Tender Fee
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The <User Department> will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

a. The Bidders should submit their responses as per the format given in this RFP in the following manner
  - Response to Pre-Qualification Criterion : (1 Original + <1 > Copies +<1>CD) in first envelope
  - Technical Proposal - (1 Original + <1> Copies +<1>CD) in second envelope
  - Commercial Proposal - (1 Original) in third envelope

b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.

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

d. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for <Name of the assignment> - < RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time>".

e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".

f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.

h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

i. In case of any discrepancy observed by Purchaser in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by Purchaser in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

5.5.5.6 *Authentication of Bids*

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. A copy of the same should be uploaded under the relevant section/folder on the eProcurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

5.5.6   Preparation and Submission of Proposal

5.5.6.1   Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by < Purchaser> to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

< Purchaser> will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.5.6.2   Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

5.5.6.3   Venue & Deadline for Submission of Proposals

<Option 1: In case of Online Submission on e-Procurement portal>
In case of e-Procurement, the response to RFPs must be submitted on the eProcurement portal (specify URL) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

OR

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to the Purchaser at the address specified below:

Addressed To	<Name of Person/Designation to be addressed to>
Name	Purchaser
Address	<Address>
Telephone	<Telephone No.>
Fax Nos.	<Fax No.>
Email ids	<email id>
Last date & time of submission	<Date> before <Time>

5.5.6.4 Late Bids

<Option 1: In case of Online Submission on e-Procurement portal>

Bids submitted after the due date will not be accepted by the eProcurement system (*mention URL*) and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

<Option 2: In case of physical submission of bids at office of Purchasing Dept.>

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

b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

c. The Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

d. The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5.5.7 Deviations

The Bidder may provide deviation to the contents of the RFP document in the format prescribed in Form 12.

The Purchase Committee would evaluate and classify them as "material deviation" or "non material deviation". In case of material deviation, the committee may decide to "monetize" the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as non-responsive.

The Bidders would be informed in writing on the committee's decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations at this stage, the Bidder would not be allowed that to withdraw the deviations submitted without the prior consent of the Purchaser.

In case of non-material deviations, the deviations would form a part of the proposal & contract.

5.5.8 Evaluation Process

a. Purchaser will constitute a Purchase Committee to evaluate the responses of the Bidders

b. The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

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

d. The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

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

f. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

5.5.8.1 Tender Opening

The Proposals submitted up to <Time> on <Date> will be opened at <Time> on <Date Time> by <Nodal officer> or any other officer authorized by Purchaser, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

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

5.5.8.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of <90> days from the date of submission of Tender.

5.5.8.3 Tender Evaluation

a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
   - Are not submitted in as specified in the RFP document
   - Received without the Letter of Authorization (Power of Attorney)
   - Are found with suppression of details
   - With incomplete information, subjective, conditional offers and partial offers submitted
   - Submitted without the documents requested in the checklist
   - Have non-compliance of any of the clauses stipulated in the RFP
   - With lesser validity period

b. All responsive Bids will be considered for further processing as below.
   Purchaser will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

*[**Refer: Section** 2.4.4 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for Guidance on" Instruction to Bidders"]*

5.6   Criteria for Evaluation

5.6.1   Pre-Qualification (PQ) Criteria

*[**Refer: Section** 2.5 of "Guidance Notes: Model RFP Templates for Implementation Agencies" before finalization of the criteria]*

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Sales Turnover in Software Development	Annual Sales Turnover generated from services related to System Integration during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. <value>. This turnover should be on account of Software Development, Implementation and maintenance (i.e. revenue should be on account of Software system integration, application development and implementation or associated maintenance or implementation services, COTS/packaged software, maintenance etc.) only. *[**Refer: Section** 2.5.2 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion on <Nature of Work> related Turnover]*	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
2	Technical Capability	Systems Implementation agency must have **successfully completed at least the following numbers of Software Systems Development and Implementation engagement(s)** of value specified herein : - <u>One project</u> of similar nature not less than the amount <value equal to 80% of estimated cost>; OR - <u>Two projects</u> of similar nature not less than the amount equal <value equal to 60% of estimated cost>; OR - <u>Three projects</u> of similar nature not less than the amount equal <value equal to 40% of estimated cost> <Provide the definition of "similar nature" to bring in the relevance factor required for this project> *[**Refer: Section** 2.5.3 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to Technical Capability]*	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client
3	Certifications	*[**Refer: Section** 2.5.6 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to*	Copy of certificate

S. No.	Basic Requirement	Specific Requirements	Documents Required
		Certifications]	
4	Consortiums	*[**Refer: Section** 2.5.9 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to Consortiums]*	-
5	Debarment	*[**Refer: Section** 2.5.7 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to debarment* *It may be noted that as per GFR 2017, Rule 151, DGS&D is to maintain the list of debarred bidders who have been convicted of an offence (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.* *A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity* *]*	A Self Certified letter that the bidder (or any of its successor) is not in the active debarred list -Published by DGS&D or Central Public Procurement Portal; or -Procuring Ministry / Department
		Optional	
6	Legal Entity	Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 Registered with the Service Tax Authorities Should have been operating for the last three years. *[**Refer: Section** 2.5.8 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to Legal entity]*	- Certificates of incorporation - Registration Certificates
7	Manpower Strength	*[**Refer: Section** 2.5.5 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for PQ criterion related to Manpower Strength]*	Self Certification by the authorized signatory with clear declaration of staff – year wise, level/designation wise.

[It may be noted that the Pre-qualification criteria should not be put for cases while short-listing of Bidders has already been carried out through Expression of interest. In case, where EOI has not been carried out, a Pre-Qualification criterion may be kept.

Moreover, the pre-qualification criterion should not be mandated where the RFP document is to be shared with the empanelled list]

5.6.2   Technical Evaluation Criteria

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

[During the discussion with various Government and Industry stakeholders, it emerged that evaluation criterion is to be carefully designed. Discussions were held on the merit of each criterion and how does it help the Purchaser/Government department in getting the most suitable Vendor to execute the assignment. Accordingly several prevalent Technical evaluation criteria were rationalized (dropped or underwent change in the weightage of marks allocated to them).

In case the Purchaser/Government department seeks to introduce new evaluation criterion or re-allocate the marks, the Purchaser/Government department should assure itself that the change does not lead to restriction in the competition.

The "litmus test" for drawing up the requirements for "Company Profile" below should be that Nodal officer should assure himself that at least 8 Bidders would be able to score minimum qualifying marks]

5.6.3   Scoring Model
[The evaluation criterion has to be chosen very carefully, as it defines the filtering criterion on which the final Implementation Agency (IA) is to be shortlisted. As, System Integration projects are often complex in nature, with inadequate clarity on the solution, the following category of procurement may be considered, based on circumstances. However, as GFR 2017, does not have explicit guidelines on Quality & Cost based Selection (QCBS) under procurement of goods, appropriate approvals should be taken, for adopting QCBS procurement.

Please refer GFR, 2017, Rule 173 (xvi) and 192 in this regard. Further relevant guidelines on scoring model are provided in Cl. 2.6.2, Technical Evaluation Criteria of "Guidance Notes: Model RFP Templates for Implementation Agencies"

CATEGORY ONE

Under this category, the RFP is for projects where there is high level of clarity on the technology and the solutions. These would be typical implementation of COTS/ERP projects OR any State MMPs which has already been implemented in 3-4 States. In such projects, the risk of technology feasibility is less.

These RFPs should provide clarity on the solution to be deployed and provide a Bill of Material, to minimize the ambiguity for the Bidders. Further the Evaluation should give a higher weightage to the previous experience in similar projects and may also reach out to the clients of the bidding agencies to evaluate the customer satisfaction.

Typically these should be on L1 basis.

CATEGORY TWO

Under this category, the RFP is for projects where there is inadequate clarity on the solution.

For e.g. these may be any large scale implementation of any Central MMP. These are risky projects and should be on QCBS evaluation <70:30> (Quality: Cost). In such projects a due diligence should be done on the critical parameters of the project covering System Functionality, Technology, Country Specific implementation experience, Training methodology, Performance in Proof of concept (in case PoC has been carried out), Certifications, Past experience of the vendor in executing similar assignments, Size of those assignments, Profile of team members and Project Methodology. The Proposal Evaluation committee in this case should have expertise or should have access to expertise to objectively evaluate various solutions & their components proposed by various Bidders. QCBS evaluation method should be adopted, only after approval from the competent authorities.

The technical evaluation criterion for both categories of RFP is provided below. These may be used as a template to finalize with the help of the Guidance Note.]

TECHNICAL EVALUATION

[These criterion has been developed for a tender for which the scope of work involves software development, implementation, integration & application support.

The X1, X2 and X3 values in the table below has to be filled in such a manner that a) it is above the value provided in the eligibility criterion b) it allows at least 8 agencies to score minimum marks for the criterion]

S. No	Criteria	Basis for Evaluation	Max Marks	Supporting
	COMPANY PROFILE		**5**	
1.	Average turnover from Software System Integration, Development and/or Implementation Services Work in last 3 years (Turnover in Rs Crores)	Greater than or equal to <X1>: 10 marks Between X2 and X1: 8 marks Between X3 and X2 : 6 marks Less than X3: 0 marks [X1>X2>X3 and are average Revenue Turnover for last 3 financial years]	5	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
	RELEVANT STRENGTHS		**30**	
2.	Experience in Bespoke Software Application,	When the No. is:	10	Completion Certificates from

S. No	Criteria	Basis for Evaluation	Max Marks	Supporting
	Development, <and/or COTS> Implementation in India to be demonstrated in a maximum of <5 Nos.> engagements of value more than Rs. <50% of the estimated value of the software and its services being procured under this project>. The work order should have been issued within the last 5 years, as on <date>. The projects should have been either completed or an ongoing project where deliverable(s) or milestone(s) has/have been successfully met. **Weightages (W)** In case project is completed and letter of satisfaction available: 100% weightage In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80% weightage In case project in progress and the Work Order is between 12-18 months old and letter of satisfaction available: 50% weightage In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: 25% weightage	equal to or more than 5 projects: 20 marks equal to 4 projects: 16 marks equal to 3 projects: 12 marks equal to 2 projects: 8 marks Less than 2 projects: 0 marks [The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score]		the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
3.	Experience of Bespoke Software Application, Development, <and/or COTS> Implementation in similar Government department / domain globally, to be demonstrated in a maximum of <Nos.> engagements of value more than <50% of the	When No. is : equal to or more than 5 projects: 20 marks equal to 4 projects: 16 marks equal to 3 projects: 12 marks	10	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR

S. No	Criteria	Basis for Evaluation	Max Marks	Supporting
	estimated value[1] of the Software being procured under this project> that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience. The work order should have been issued within the last 5 years, as on <date>. **Weightages (W)** In case project completed and letter of satisfaction available: 100% In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80% In case project in progress and the Work Order is between 12-18 months old and letter of satisfaction available: 50% In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: 25%	equal to 2 projects: 8 marks Less than 2 projects: 0 marks The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.		Work Order + Phase Completion Certificate (for ongoing projects) from the client
4.	Experience in Software Support and Maintenance Services in India to be demonstrated in a maximum of <Nos.> engagements of value more than <50% of the estimated value of the Software application maintenance and support services[2] being procured under this project> that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience.	When No. is: equal to or more than 5 projects : 20 marks equal to 4 projects : 16 marks equal to 3 projects : 12 marks equal to 2 projects : 8 marks Less than 2 projects : 0	10	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client

[1] Provide a basis for the exchange rate for converting the foreign currency to Indian currency

[2] Provide clarity on whether support should be onsite or remote

S. No	Criteria	Basis for Evaluation	Max Marks	Supporting
	The work order should have been issued within the last 5 years, as on <date>. **Weightages (W)** In case project completed and letter of satisfaction available: 100% In case project in progress and the Work Order is more than 18 months old and letter of satisfaction available: 80% In case project in progress and the Work Order is between 12-18 months old and letter of satisfaction available: 50% In case project in progress and the Work Order is less than 12 months old and letter of satisfaction available: 25%	marks The maximum marks for each project is 4 marks. These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.		
	SOLUTION PROPOSED, APPROACH & METHODOLOGY		**60**	
5.	Solution development methodology proposed for the demonstration of understanding of Software development and implementation, which would be required to deliver the service required by the Government department [The approach should reflect the conceptual implementation framework proposed by the Vendor]	Qualitative assessment based on Demonstration of understanding of the Department's requirements through providing: − Solution proposed and its components, − Technologies used − Scale of implementation, − Learning on Issues − Challenges likely to be encountered − Mitigation proposed − Client references	10	A note
6.	System Functionality	Meeting the requirements of <Government department> in terms of how close the proposal is to the functional requirements for the solution as have been proposed for <Government department> (In case it is COTS, it should be measured	40	**Compliance Note**

S. No	Criteria	Basis for Evaluation	Max Marks	Supporting
		by degree of customization required)		
7.	Approach and Methodology to perform the work in this assignment	Qualitative assessment based on − Understanding of the objectives of the assignment: The extent to which the approach and work plan respond to the objectives indicated in the Statement/Scope of Work − Software development methodology proposed (ie. Waterfall model, Spiral model, Iterative, Agile development, Code and fix etc.) − Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference	5	A note
8.	Project work break down structure	Qualitative assessment based on timelines, resource assignment, dependencies and milestones	2	A note
9.	Training	Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description	3	Note
	RESOURCE PROFILE		**5**	
10.	Resume of all key technical resources proposed for the assignment	Qualitative assessment	5	
	INCLUSION OF MSME	Case to case basis		
11.	Bidder's inclusion of MSMEs in project delivery through allotment of at least <10%> of contract value to the project	As per requirement.	As per requirement. [2 to 5 marks to be allotted]	Letter of evidence and commitment that MSME will be contracted for the required value of work.
	TOOLS & ASSETS	Case to case basis		

S. No	Criteria	Basis for Evaluation	Max Marks	Supporting
12.	Tools and Assets which could be leveraged for the assignment [for e.g. Test Case Builders, Effort Estimators, PMU Tool, Load testing etc., depending on the relevance to the Scope of work]	As per requirement.	As per requirement	A note and relevant supporting

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least <The minimum marks to obtain for qualifying> in the (given) defined scoring mechanism would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

5.6.4 Commercial Bid Evaluation

a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.

b. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

c. The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =

{(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}%

(Adjusted to two decimal places)

[OR, in case of a Lowest Cost Based Selection Bid, the para c should be replaced by the following:

The SI Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment]

d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

e. The bid price will include all taxes and levies and shall be in Indian Rupees.

f. Any conditional bid would be rejected

g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

[Refer: Section 2.7.1.4 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for information on this topic]

5.6.5   Combined and Final Evaluation

> **Combined and Final evaluation is relevant for QCBS bids only.**

a. The technical and financial scores secured by each Bidder will be added using weightage of <70%> and <30%> respectively to compute a Composite Bid Score. *[The weightage of technical and financial scores should be customized by the Purchaser]*

b. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$B_n = 0.70 * T_n + 0.30 * F_n$$

[In case of 70% weightage to the technical score]

Where

B_n = overall score of Bidder

T_n = Technical score of the Bidder (out of maximum of 100 marks)

 F_n = Normalized financial score of the Bidder

c. In the event the bid composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

5.7   Appointment of Software Implementation Agency/Partner

5.7.1   Award Criteria

Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

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

Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

5.7.3   Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public

procurement process has not been completed within the stipulated period, Purchaser, may like to request the Bidders to extend the validity period of the bid.

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

5.7.4   Contract Finalization and Award

The Purchaser shall reserve the right to negotiate with the Bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC.

On this basis the draft contract agreement would be finalized for award & signing.

*[**Refer: Section** 2.4.4.3 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for information on this topic]*

5.7.5   Performance Guarantee

The Purchaser will require the selected Bidder to provide a Performance Bank Guarantee, within <15> days from the Notification of award, for a value equivalent to <10%> of the total cost of ownership. The Performance Guarantee should be valid for a period of <months>. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Purchaser at its discretion may cancel the order placed on the selected Bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Purchaser incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

5.7.6   Signing of Contract

After the Purchaser notifies the successful Bidder that its proposal has been accepted, Purchaser shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder. The Draft Legal Agreement is provided as a separate document as a template.

5.7.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the <Purchaser> shall invoke the PBG of the most responsive Bidder.

5.8 Scope of Work

In this Section, Scope of work is detailed out as follows:

<Insert scope of work>

[Scope of Work (SOW) is the most of important component of any tendering process. It is for this that the whole bidding process is entered – to execute the scope of work and deliver outcomes that the Government strives for.

Scope of work directly affects:

- *Time to deliver the project*
- *Cost of delivering the project*
- *Intended business outcome for the Government from the project*
- *Delivery of Citizen benefits/services*

Refer: Section *2.8 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for generic templates for Scope of Work, which may be referred or used as templates for drafting of Scope of work]*

5.8.1 Application Architecture:

5.8.1.1 It has been proposed that the applications designed and developed for the departments concerned must follow some best practice and industry standards. In order to achieve the high level of stability and robustness of the application, the system development life cycle must be carried out using the industry standard best practices and adopting the security constraints for access and control rights. The various modules / application should have a common Exception Manager to handle any kind of exception arising due to internal/ external factors.

5.8.1.2 Similarly the modules of the application are to be supported by the Session and Transaction Manager for the completeness of the request and response of the client request. The system should have a module exclusively to record the activities/ create the log of activities happening within the system / application to avoid any kind of irregularities within the system by any User / Application.

5.8.2 Proposed Application Architecture: An indicative 3-tier architecture (also referred to as multi-tier or N-tier architecture) has been proposed for the Application Solution.

The entire processing should take place in n-tier architecture:

I. Front-end software (client tier) - responsible for the presentation of information, and provides user interface.

II. Business Process / Service Layer – In the long SSDG may be used, as an Integrated Framework for delivery of Services

III. Application Layer – The Business logic for all the application as per the FRS document

IV. Database Layer - responsible for the manipulation and storage of data.

5.8.3 High Level Design (HLD): Once the SRS are approved, the SI shall complete the High Level Designing and all HLD documents of all the functionalities, integration with existing application and external application. The SI shall prepare the HLD and have it reviewed and approved by the . State Nodal Office will sign off on the HLD documents based on the advice of SPMU.

5.8.4 Detailed (Low Level) Design (LLD): The LLD shall interpret the approved HLD to help application development and shall include detailed service descriptions and specifications, application logic (including "pseudo code") and UI design (screen design and navigation). The preparation of test cases will also be completed during this stage. The SI shall have the design documents reviewed and approved by the state Purchaser. State Purchaser will sign off on the LLD documents based on the advice of SPMU.

5.8.5 Test Plan: Once the SRS is approved and design is started, the SI shall prepare all necessary Test Plans (including test cases), i.e., plans for Acceptance Testing. Test cases for Initial and Final User Acceptance Testing shall be developed in collaboration with domain experts identified at the state Purchaser. Initial and Final User Acceptance Testing shall involve Test Case development, Unit Testing, Integration and System Testing, Functional testing of Application, Performance testing of the Application including measurement of all Service Levels as mentioned in this RFP and finally SI shall also carryout Load/ Stress testing. The SI will submit the test plans and test result reports to the state Purchaser for comprehensive verification and approval.

5.8.6 Adherence to Open Source Standard: The solution must be designed following open standards, to the extent feasible and in line with overall system requirements set out in this RFP, in order to provide for good inter-operability with multiple platforms and avoid any technology or technology provider lock-in.

5.8.7 Compliance with Industry Standards:

In addition to above, the proposed solution has to be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing. There are many standards that are summarised below. However the list below is for reference purposes only and is not to be considered as exhaustive.

    h. Portal development W3C specifications
    i. Information access/transfer protocols SOAP, HTTP/HTTPS
    j. Photograph JPEG (minimum resolution of 640 x 480 pixels)
    k. Scanned documents TIFF (Resolution of 600 X 600 dpi)
    l. Biometric framework BioAPI 2.0 (ISO/IEC 19784-1:2005)
    m. Latest HTML standards

5.8.8 Specification
    h) Finger print scanning IAFIS specifications

i) Digital signature RSA standards

j) Document encryption PKCS specifications IV. Information Security to be ISO 27001 compliant

k) Operational integrity & security management to be ISO 17799 compliant

l) IT Infrastructure management ITIL / EITM specifications VII. Service Management ISO 20000 specifications

m) Project Documentation IEEE/ISO specifications for documentation

n) While developing an application in response to this RFP, the SI shall adhere to all applicable standards published by:

    1. Ministry of Electronics and Information Technology, Government of India as updated from time to time. The latest version of the standards may be found at https://egovstandards.gov.in

    2. National Informatics Corporation The latest version of the standards may be found at web.guidelines.gov.in/

    3. Guidelines for Indian Government Websites (GIGW), available at: http://darpg.gov.in/sites/default/files/Guidelines_for_Government_websites_0_0.pdf

    4. "Policy on Open Application Programming Interfaces (APIs) for Government of India" available at: http://www.egazette.nic.in/WriteReadData/2015/164238.pdf

    5. "Policy on Adoption of Open Source Software for Government of India" available at URL http://www.egazette.nic.in/WriteReadData/2015/163746.pdf

    6. "Policy On Collaborative Application Development by Opening the Source Code of Government Applications", available at: http://www.egazette.nic.in/WriteReadData/2015/164611.pdf

    7. "Policy on Adoption of Open Source Software for Government of India", available at URL: http://www.egazette.nic.in/WriteReadData/2015/163746.pdf

5.9 Key Personnel

[This section should be kept for large IT projects only which require the availability of personnel in the same role to work for more than 18 months.

It was observed by various stakeholder that resources proposed by the Bidders are rarely deployed during the project implementation. One of the reasons was that it is impractical that the Bidder would keep the resources on the bench in case there is a delay in the RFP Process. Hence as a solution, the following is being proposed:

1. The evaluation of the resources should be limited to the key personnel, who would work on the project (part time or full time). The RFP document shall identify the positions for the Key Personnel, against which the Bidder has to propose the CVs. However such position shall not be more than 15% of the total manpower expected to be deployed on the project.

2. *In case the RFP process is completed as per timelines, the Bidder shall make available all the resources identified as Key resources for the project.*

3. *In case the RFP process is delayed beyond one month as per original timelines, then*

   a. *The Senior Level Key resources would be still be made available by the successful Bidder for the project. These senior level key personnel shall be present in all important meetings (generally once a month). Regular absence or change shall be considered as a breach in contract.*

   b. *All junior level Key resources are permitted to change. However the Bidder has to provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this RFP document.]*

5.10 Deliverables & Timelines

*[The Deliverables are inherently linked to the Scope of Work defined for the project. **Refer: Section**s 2.8.12 and 2.11.1 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for finalizing the Deliverables & Timelines]*

[However, for illustrative purposes, the Deliverables and Milestones populating format of a typical Software Solution and Services assignment is provided here]

Deliverable linked to Phases

S. No.	Phase	Milestone	Timelines
1.	Phase I/ <Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
2.	Phase II/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
3.	Phase III/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
4.	Phase IV/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
5.	Phase V/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
6.	Phase VI/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
7.	<Insert Phase No. or Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>

5.11 Service Level Agreement

<Insert Service Level Agreement on key services to be provided by the Software vendor>

[The following also need to be clearly addressed when defining SLAs for software application development and implementation:

- ***Service Credit (Service penalties)** calculations in accordance with Severity Weights – discussed in Section 2.10.7 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for providing necessary information*
- ***Earn Backs on Service Credits** for overachieving SLAs – discussed in Section 2.10.9 of "Guidance Notes : Model RFP Templates for Implementation Agencies" for providing necessary information*
- ***Service Level Dependency**, which can adversely affect the achievement of SLA – discussed in Section 2.10.6.3 of "Guidance Notes : Model RFP Templates for Implementation Agencies"*
- ***Continuous Improvement of SLAs** to have improved base lines for next phase of SLA definitions – discussed in Section 2.10.11 of "Guidance Notes : Model RFP Templates for Implementation Agencies"]*

5.12 Minimum Qualifications for the Manpower

[The qualifications mentioned here are template purposes. The same may be customized based on the actual requirement of the project]

Manpower	Minimum Qualifications (illustrative)
Project Manager	• Minimum Education: MBA & B.Tech / B.E./MCA from a recognized institute • Total Exp: At least 10 yrs. • Languages known (Read, Write and Speak): Hindi, English, <local language> • Should have operating knowledge of Software technologies and development methodologies • Prior project management experience of at least 5 years of handling such large projects • Excellent writing, communication, time management and multi-tasking skills
Programmer	• MCA / B.Tech / BE (IT or CS) / Certified DBA with minimum of 5 years of work experience with 2 years or more as a DBA for an IT project. • At least 3 years of experience of working on proposed ERP / COTS solution.
System Analyst	• MCA / B.Tech / BE (IT or CS) / GNIIT, BCA with minimum 3 years of experience in support role for an IT project • Adequately skilled on the software application platforms proposed for the project • Experience of System integration and software deployment • Experience in software applications support etc.
Database Administrator	• MCA / B.Tech / BE (IT or CS) / Certified DBA with minimum of 5 years of work experience with 2 years or more as a DBA for an IT project.

	• Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc.
Data Entry Operator	• Adequate computer skills and knowledge of application modules like DMS etc. • Rewrite content and update it • Must have good typing speed (atleast 6000 key depressions per hour) • Should have good knowledge of MS office. • At least 4 to 5 months experience in data entry. • Should be comfortable in spoken and written English and <local language> • Accurately enter data from Hard Copies; maintain productivity and consistency; ensure quality; deliver on deadlines. • Candidate must be willing to learn & work under pressure.

5.13 Acceptance Testing and Certification

[It is suggested that the services of STQC may be explored as third party agency for certifications. In case the TPA is to be appointed through a tender, the RFP template for consultancy services (Deliverables) may be used for tendering purposes. In this section the word "Third party agency" means any external agency involved in "audit assessment it may be a single or separate agencies appointed for each of these activities]

The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Functional requirements
- Localisation compliance review
- Availability of the project Services in the defined locations
- Performance
- Security
- Manageability
- SLA Reporting System
- Project Documentation (Design, development, configuration, training and administration manuals etc)
- Data Quality Review

As part of Acceptance testing, performed through a third party agency, <Government department/Purchaser> shall review all aspects of project development and implementation covering software development and implementation, including the processes relating to:

- the design of solution architecture, design of other related/required applications, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture
- interoperability, scalability, availability, performance with respect to defined requirements, and compliance with all the technical and functional requirements of the RFP and the agreement.

The procedures and parameters for testing will be laid down by the Third Party Agency after approval from <Government department/Purchaser>; the solution deployed by the vendor has to satisfy third party acceptance testing upon which the system shall go-live, subject to <Government department/Purchaser>'s approval.

The <Government department/Purchaser> will establish appropriate processes for notifying the selected vendor of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the selected vendor to take corrective action. All gaps identified shall be addressed by the vendor immediately prior to Go-live of the solution. It is the responsibility of the

selected Bidder to take any corrective action required to remove all shortcomings, before the roll out of the project.

It is to be noted that the involvement of the third party for acceptance testing and certification, does not absolve the vendor of his responsibilities to meet all SLAs as laid out in this RFP document.

It is to be noted that:
<Government department/Purchaser> may get the solution audited through a Third Party before Go-Live and periodically after Go-Live in order to ensure the success of the project. Such third-party agency for carrying out the acceptance testing and certification of the entire solution will be nominated by the Department.

Following discusses the acceptance criteria to be adopted for the project as mentioned above. The list below is indicative and the activities will include but not be limited to the following:

Functional Requirements Review
The solution developed/customized by selected Bidder shall be reviewed and verified by the agency against the Functional Requirements signed-off between the Purchaser and the selected Bidder. All gaps, identified shall be addressed by the vendor immediately prior to Go-live of the solution. One of the key inputs for this testing shall be the traceability matrix to be developed by the vendor for the solution. Apart from Traceability Matrix, agency may develop its own testing plans for validation of compliance of system against the defined requirements. The acceptance testing w.r.t. the functional requirements shall be performed by independent third party agency (external audit) as well as the select internal department users (User Acceptance Testing) and system has to satisfy both third party acceptance testing and internal user acceptance testing, upon which the system shall go-live.
For conducting the User Acceptance Testing, Purchaser/ The Department shall identify the employees from respective divisions, who shall be responsible for day-to-day operations of the functions automated through the project. The system, during the functional requirements review, shall necessarily satisfy the user acceptance testing process.

Localisation Compliance Review
A third party supports shall perform the Localisation Compliance Review to verify the bilingual/multilingual architecture design of the application with input/saved/output data as per localisation guidelines and the latest UNICODE standard (refer Annexure I).

Security Review
The software developed/customized shall be audited by the agency from a security and controls perspective. Such audit "may" also include the IT infrastructure deployed in connection with the software for the project. Following are the broad activities to be performed by the Agency as part of Security Review. The security review shall subject the solution to at least the following activities.
• Assessment of authentication mechanism provided in the application /components/modules
• Assessment of data encryption mechanisms implemented for the solution
• Assessment of data access privileges, retention periods and archival mechanisms

• Server and Application security features incorporated etc

Performance

Performance is another key requirement for the project and the agency shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request-response time, work-flow processing time, concurrent sessions supported by the system etc, Disaster Recovery drill etc. The performance review also includes verification of scalability provisioned in the solution for catering to the project requirements.

SLA Reporting System

The selected Bidder shall design, implement/customize the Enterprise Management System (EMS) and shall develop any additional tools required to monitor the performance indicators listed as per the SLAs mentioned the RFP. The Acceptance Testing and Certification agency shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the vendor and shall certify the same. The EMS deployed for the project, based on SLAs, shall be configured by the selected Bidder to calculate the payment to be paid by the department after deducting the necessary penalties.

Project Documentation

The Agency shall review the project documents developed by the selected Bidder including requirements, design, source code, installation, training and administration manuals, version control etc.
Any issues/gaps identified by the Agency, in any of the above areas, shall be addressed to the complete satisfaction of the Department.

Data Quality

The Agency shall perform the Data Quality Assessment for the Data digitized by selected Bidder and the data migrated by the vendor to the new system. The errors/gaps identified during the Data Quality Assessment shall be addressed by the vendor before moving the data into production environment, which is a key mile stone for Go-live of the solution.

5.14 Payment Schedules

[We have provided here templates for developing the Payment Schedules]

*[**Refer: Section** 2.11 of "Guidance Notes: Model RFP Templates for Implementation Agencies" for providing necessary information]*

Template for filling up Phase wise Payment Schedules

S. No.	Phase	Billable Fee (as % of Contract Value
1.	Phase I	<Percentage of Contract's value>
2.	Phase II	<Percentage of Contract's value>
3.	Phase III	<Percentage of Contract's value>
4.	Phase IV	<Percentage of Contract's value>
5.	Phase V	<Percentage of Contract's value>

b. The taxes would be paid at the prevalent rates.

[Optional:
Success Fee: In case the SI, manage to complete the project in time, a success fee may be provisioned. The success fee would be payable on completion of UAT as per the timelines. However it needs to be evaluated from case to case basis and ascertained that the Government benefits from the early completion of the project. Based on the benefit, the Government may provision for a success fee]

5.15 Acceptance Criterion

[For all the Implementation Agency deliverables, there should be an acceptance criterion described in the RFP document. The description should be objective and easy to determine. This would help in getting timely approvals for the project.
Secondly it needs to be appreciated that for certain deliverables, the approval committee may not be able to review the entire document / deliverable. In such cases, the chairperson of the sub-committee should be identified who would review and provide their recommendations to the Steering Committee. In case a Consultant has been deployed, the Purchaser may like to include such reviews and recommendations to the Committee as a part of the Scope of work of Consultants]

5.16 Downstream work

[If the Purchaser/Department envisages the need for continuity for downstream work then provide the Terms of Reference the scope, nature, and timing of future work]

[Also indicate, whether the downstream work would constitute "Conflict of Interest"]

5.17 Fraud and Corrupt Practices

a. The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without

being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

b. Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of <2 (two) years> from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

   i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

   ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5.18 Conflict of Interest

a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, *inter alia*, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.

b. The Purchaser requires that the Implementation Agency provides solutions which at all times hold the Purchaser's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

c. *[Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated within Section 2.5.10 of "Guidance Notes : Model RFP Templates for Implementation Agencies"].* Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

i. the Bidder, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be)* in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the

purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Bidder; or

vi. there is a conflict among this and other Software solution and services assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

vii. A firm hired to provide Software solution and services for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

d. An Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following Forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal
Form 2: Particulars of the Bidder
Form 3: Bank Guarantee for Earnest Money Deposit

Forms to be used in Technical Proposal

Form 4: Compliance Sheet for Technical Proposal
Form 5: Letter of Proposal
Form 6: Project Citation Format
Form 7: Proposed Solution
Form 8: Proposed Work Plan
Form 9: Team Composition
Form 10: Curriculum Vitae (CV) of Key Personnel
Form 11: Deployment of Personnel
Form 12: Deviations

Form 1: Compliance Sheet for Pre-Qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

#	Basic Requirement	Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)	Yes / No	
5	Sales Turnover in Software Development	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
6	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Yes / No	
7	Certifications	*[As relevant]*	Yes / No	
8	Consortiums	*[As relevant]*	Yes / No	
	Optional			
9	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes / No	
10	Manpower Strength	Self Certification by the authorized signatory	Yes / No	
11	Debarment	A self certified letter	Yes / No	

Form 2: Particulars of the Bidder

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

\<Name\>
\<Designation\>
\<Address\>
\<Phone Nos.\>
\<Fax Nos.\>
\<email id\>

Whereas \<\<Name of the Bidder\>\> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # \<\<RFP Number\>\> dated \<\<Date\>\> for \<\<Name of the assignment\>\> (hereinafter called "the Bid") to \<Purchaser\>

Know all Men by these presents that we \<\<   \>\> having our office at \<\<Address\>\> (hereinafter called "the Bank") are bound unto the \<Purchaser\> (hereinafter called "the Purchaser") in the sum of Rs. \<\<Amount in figures\>\> (Rupees \<\<Amount in words\>\> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \<\<Date\>\>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

   (a) Withdraws his participation from the bid during the period of validity of bid document; or

   (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to \<\<insert date\>\> and including \<\<extra time over and above mandated in the RFP\>\> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

Form 3: Bank Guarantee for Earnest Money Deposit

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
II. This Bank Guarantee shall be valid upto *<<insert date>>*)
III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before *<<insert date>>*) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 4: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

For Technical Evaluation (Category 1)

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Covering Letter for Technical Proposal	As per Form 5	Yes / No	
2.	Average turnover from Software Development and Implementation Services Work in last 3 years (Turnover in Rs Crores)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor; and Project citation (Form 6)	Yes / No	
3.	Experience in Bespoke Software Application, Development, <and/or COTS> Implementation in India (last 5 years)	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client ; and Project citation (Form 6)	Yes / No	
4.	Experience of Bespoke Software Application, Development, <and/or COTS> Implementation in similar department/domain globally (last 5 years)	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client ; and Project citation (Form 6)	Yes / No	

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
5.	Experience in Software Support and Maintenance Services in India (last 5 years)	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client ; and Project citation (Form 6)	Yes / No	
6.	Solution Proposed, Approach & Methodology, Understanding and work Plan (As per the requirements specified in Technical evaluation)	A note (Form 7) and Forms 7A, 7B & 7C The note should highlight understanding of the <Purchaser's> requirements through providing justifications for: 1) Solution proposed and its components, – Scalability – Security – Ease of implementation – User base 2) Interoperability 3) Technologies used, 4) Challenges likely to be encountered 5) Learning on how to deal with the challenges 6) Client references Form 8	Yes / No	
7.	System Functionality: Meeting the requirements of <Government department> in terms of how close the proposal is to the functional requirements for the solution as have been proposed for <Government department> (In case it is COTS, it should be measured by degree of customization required)	A note containing the Mapping as per information provided	Yes / No	
8.	**Training:**	A note on training containing	Yes / No	

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
	Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description	d) Training model e) Approach f) Deliverables		
9.	Resume of all key technical resources proposed for the assignment	CV & a Note (Form 9, 10 and 11)	Yes / No	
10.	Bidder's inclusion of MSMEs in project delivery through allotment of at least <10%> of contract value to the project	Letter of evidence and commitment that MSME will be contracted the required value of work	Yes / No	
11.	Tools and Assets As per requirement specified in Technical evaluation)	Tools and Assets which could be leveraged for the assignment [for e.g. Test Case Builders, Effort Estimators, PMU Tool, Load testing etc., depending on the relevance to the Scope of work] A note and demonstration of the Tool/Assets	Yes / No	
12.	Deviations (if any)	Form 12	Yes / No	

Form 5: Letter of Proposal

To:

<div align="right"><Location, Date></div>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Subject: Submission of the Technical bid for <Name of the Systems Implementation assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid uploaded on the eProcurement portal (*mention URL*)

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

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

Yours sincerely,
Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____Date: _____
_____

Form 6: Project Citation Format

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

Form 7: Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

d) Solution Proposed
e) Understanding of the project (how the solution proposed is relevant to the understanding)
f) Technical Approach and Methodology

Form 7 A: Compliance to requirements

S.No	Module	Solution Proposed	Requirements	Compliance to Requirement (put "Y" or "N" only)
1	*[To be filled by Purchaser]*	<<Provide the Product Name or fill Custom Built, in case of a new development>>	*[To be filled by Purchaser in detail – refer Guidance]*	
			[To be filled by Purchaser in detail – refer Guidance]	
			....	
2			*....*	

Form 7 B: Solution Proposed

S. No	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/ : as required as per RFP)	Reference in the Submitted Proposal (Please provide page number/section number/ volume)

Form 7 B: Bill of Material (Software)

S. N o	Item	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Unit of Measurement	Number of Licenses (Development Environment)	Number of Licenses (UAT)	Number of Licenses (Training)	Number of Licenses (Data Center Production)	Number of Licenses (DR Site)

Form 8: Proposed Work Plan

No	Activity[1]	Calendar Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

1   Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2   Duration of activities shall be indicated in the form of a bar chart.

3   All activities should meet the 8/80 criteria i.e should at least take 8 hours and a maximum of 80 hours.

Form 8: Proposed Work Plan

Form 9: Team Composition

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

Form 9: Team Composition

Form 10: Curriculum Vitae (CV) of Key Personnel

General Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	

Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)
 	
Prior Professional Experience covering:
 	
• Organizations worked for in the past
   o Organization name
   o Duration and dates of entry and exit
   o Designation Location(s)
   o Key responsibilities
• Prior project experience
   o Project name
   o Client
   o Key project features in brief	

o Location of the project
    o Designation
    o Role
    o Responsibilities and activities
    o Duration of the project
 	
Please provide only relevant projects.	

Proficient in languages (Against each language listed indicate if speak/read/write)	

Form 11: Deployment of Personnel

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

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
2. Months are counted from the start of the assignment.

▬▬▬ Full time input   ⬚⬚⬚⬚ Part time input

Form 12: Deviations

[This section should contain any assumption on areas which have not been provided in the RFP OR any changes to the existing provisions of the RFP]

To:

<Location, Date>

<Name>
<Designation>
<Address>

Dear Sir:

Subject: Deviations <Provide Name of the Implementation Assignment>

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

A - On the Terms of Reference

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

No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
1.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
2.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
3.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>

B – Any other areas

No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact

No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
1.	*<Deviation description>*	*<Yes / No>*	*<Yes / No>*	*<Name(s) of Deliverables to get affected by the Deviation>*	*<Effect on Timelines due to the Deviation>*	*<Value>*
2.	*<Deviation description>*	*<Yes / No>*	*<Yes / No>*	*<Name(s) of Deliverables to get affected by the Deviation>*	*<Effect on Timelines due to the Deviation>*	*<Value>*
3.	*<Deviation description>*	*<Yes / No>*	*<Yes / No>*	*<Name(s) of Deliverables to get affected by the Deviation>*	*<Effect on Timelines due to the Deviation>*	*<Value>*

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Appendix II: Financial Proposal Template

Form 1: Covering Letter

To:

<div align="right"><Location, Date></div>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email id>

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<*Title of Implementation Services*>> in accordance with your Request for Proposal dated <<*Date*>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<*Amount in words and figures*>>. This amount is inclusive of the local taxes.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.

- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.

- We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the <Appendix III> of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Form 2: Financial Proposal

S. No.	Item	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
a)	Application Customization / Development and database creation cost (A)			
b)	Software Support and Maintenance Costs (Quarterly Expenses for 5 years of contract after '"Go-Live") (B)			
c)	Support Manpower (C)			
d)	Data Digitization cost (D)			
e)	Training cost (E)			
f)	Software Licenses (F)			
g)	Others (Please specify)			
Total Cost				
Total cost in figures:				

Form 2A: Details of Financial Bid

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
A: Application Development & Database Creation					
1.	Application and Portal Development				
Total A:					
B: Operations and Maintenance Costs (Quarterly Expenses for 5 years of contract after '"Go-Live") (D)					
2.	Application Maintenance & Operational Expense including up gradation, deployment of patches, fixes etc.				
3.					
4.					
Total B:					
C: Support Manpower					
1.	Programmer				
2.	System Analyst				
3.	Database Administrator				
4.	Project Manager				
	....				
Total C:					

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
D: Data Digitization					
1.	Cost of digitization of data (data entry of the Master data and minimum historical transactional data entry)		<2 persons for 3 months (6) OR Number of filed/ records to be entered>		
Total D:					
E: Training					
	Training Cost Per Person for				
1.	Basic computer skills		<Nos. resources to be trained>	K	20*K
2	Advanced training on the Application modules		<Nos. resources to be trained>	L	100*L
Total E:					
F : Licenses Costs (for the entire period)					
1					
2					
3					
Total F :					
F : Other (please specify)					
1					
2					
3					
Total G :					

Appendix III: Template for PBG & CCN

Form 1: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called "the beneficiary")

And whereas it has been stipulated by   in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until *<<Insert Date>>*)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to *<Insert Expiry Date>*)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<Insert Expiry Date>*) failing which our liability under the guarantee will automatically cease.

Form 2: Change Control Notice (CCN) Format

Change Control Note	CCN Number:
Part A: Initiation	

Title:	
Originator:	
Sponsor:	
Date of Initiation:	

Details of Proposed Change

(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)

Authorized by :	Date:
Name:	
Signature: Received by the IP	Date:
Name:	
Signature:	

Change Control Note	CCN Number:
Part B : Evaluation	

(Identify any attachments as B1, B2, and B3 etc.)
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.

Brief Description of Solution:

Impact:

Deliverables:

Timetable:

Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the Implementation Partner	**Date:**
Name:	
Signature:	

ANNEXURE I

CONTRACT AGREEMENT FOR SELECTION OF SYSTEM INTEGRATORS/ IMPLEMENTATION AGENCIES

Contents

MASTER SERVICES AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is made on this the <***> day of <***> 20… at <***>, India.

BETWEEN

-- having its office at -- India hereinafter referred to as 'Purchaser' / '***Purchaser***' or '**-----------------**', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>**,** a Company incorporated under the *Companies Act, 1956*, having its registered office at <***> (hereinafter referred to as '***the Implementation Agency/IA***' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

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

WHEREAS:

1.   Purchaser is desirous to implement the project of e-Governance for <Insert the type of project>.

2.   In furtherance of the same, Purchaser undertook the selection of a suitable Implementation Agency through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated <***> .

3.   The successful bidder has been selected as the Implementation Agency on the basis of the bid response set out as Annexure D of this Agreement, to undertake the Project of the development and implementation of the solution, its roll out and sustained operations.

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

1.   DEFINITIONS AND INTERPRETATION

1.1   Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out below .

Term	Meaning
Adverse Effect	means material adverse effect on

	(a) the ability of the Implementation Agency to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or
	(b) the legal validity, binding nature or enforceability of this Agreement;
Agreement	means this Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Assets	shall have the same meaning ascribed to it in Clause 10.1 (a)
Software	means the software designed, developed / customized, tested and deployed by the Implementation Agency for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (including the COTS products used for thr product), proprietary software components and tools deployed by the Implementation Agency;
Bespoke Development	Bespoke development means development of custom-built software for some specific organization.
Business Hours	shall mean the working time for Purchaser users which is 9:30 AM to 6:30 PM. Again for Web Server and other components which enable successful usage of web portals of Purchaser the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance; *[Note: the office time should be customize as per the requirement of the project. The purpose of putting webserver is to ensure online services (if relevant to the project) 24X7]*
Certificate(s) of Compliance	shall have the same meaning ascribed to it in Clause 5.4.;
Confidential Information	means all information including Purchaser Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets

	and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
	All such information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within <15 days> from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".
Control	means, in relation to any business entity, the power of a person to secure (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
Deliverables	means the products, infrastructure and services agreed to be delivered by the Implementation Agency in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
Proprietary Information	shall have the same meaning ascribed to it in Clause 19.1
Effective Date	shall have the same meaning ascribed to it in Clause 3.2;
Purchaser Data	means all proprietary data of the department or its nominated agencies generated out of operations and transactions, documents all taxpayers data and related information including but not restricted to user data which the Implementation Agency obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;
Final Acceptance Test	shall be conducted on completion of the following: 1) Purchaser Data Center operational, (if applicable)

	2) Deployment & operational hardware and networking at requisite locations, 3) UAT of the overall integrated solution and portal.
Final Testing and Certification Agency	shall have the same meaning ascribed to it in Clause 5.4;
Force Majeure	shall have the same meaning ascribed to it in Clause 16.1;
Force Majeure Costs	shall have the same meaning ascribed to it in Clause 16.4 (b);
GoI	means the Government of India;

	[Note: An objective definition of Go-Live must be customized basis the project requirements. A sample definition is provided below.}
	1.1.1
	(a) *Subject to partial acceptance of the System as described below, Go-Live shall occur in respect of the System, when (a) the Final Acceptance Tests, as specified in the agreed and finalized project plan have been successfully completed; or (b) the Final Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within a period of <insert days> days from the date of installation or any other agreed-upon period; or (c) the Purchaser has put the System into production or use for 60 consecutive days. If the System is put into production or use in this manner, the Implementation Agency shall notify the Purchaser and document such use.*
	1.1.2
	(b) *At any time after any of the events set out in Clause above have occurred, the Implementation Agency may give a notice to the Purchser requesting the issue of an Final Acceptance Certificate.*
	1.1.3
Go-Live	(c) *After consultation with the Purchaser, and within fourteen (14) days after receipt of the Implementation Agencyr's notice, the Purchaser shall: (a) issue a Final Acceptance Certificate; or (b) notify the IA in writing of any defect or deficiencies or other reason for the failure of the Final Acceptance Tests; or (c) issue the Operational Acceptance Certificate, if the situation covered by sub-clause (a) arises.*
	1.1.4
	(d) *The IA shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Final Acceptance Test that the Purchaser has notified the IA of. Once such remedies have been made by the IA, the IA shall notify the Purchaser, and the Purchaser, with the full cooperation of the IA, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Final Acceptance Tests, the IA shall notify the Purchaser of its request for Final Acceptance Certification, in accordance with sub clause (b) The Purchaser shall then issue to the IA the Final Acceptance Certification in accordance with subclause (c), or shall notify the IA of further defects, deficiencies, or other reasons for the failure of the Final Acceptance Test. The procedure set out in this sub-clause (d) shall be repeated, as necessary, until a Final Acceptance Certificate is issued.*
	1.1.5
	(e) *If the System or Subsystem fails to pass the Final Acceptance Test(s) in accordance with these provisions, Clause 27.2, then either:* *i. the Purchaser may consider terminating the Contract, pursuant to termination provisions; or (b) if the failure*

		to achieve Final Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the IA shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Agreement.
	ii.	*If within 14 days after receipt of the IA's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the IA in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the IA's said notice.*
	iii.	*Partial Acceptance: If so specified in the Agreement, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Final Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in the below clause..*
	iv.	*The issuance of Final Acceptance Certificates for individual major components or Subsystems pursuant to clause a shall not relieve the IA of its obligation to obtain an Final Acceptance Certificate for the System as an integrated whole (if so specified in the Agreement) once all major components and Subsystems have been supplied, installed, tested, and commissioned.*
	v.	*In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue a Final Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The IA shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or IA.*
Indemnifying Party	shall have the same meaning ascribed to it in Clause 15.1;	
Indemnified Party	shall have the same meaning ascribed to it in Clause 15.1;	
Intellectual Property Rights	means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);	
Escrow Agreement	An agreement that pursuant to Clause 22 provides for the regular deposit into escrow of all source code, object code, and documentation with	

	respect to all public material and Service Provider's proprietary material (and cumulative updates thereof), together with (a) continually updated instructions as to the compilation,installation, configuration, deployment and use of the Source Code, and (b) a list of all non-deposited third party software used in conjunction with the Source Code to provide the full functionality of the deposited materials. *[Note: insert 'not applicable' if there is no provision for Escrow relevant to the Agreement]*
Insurance Cover	- Public liability insurance for an insured amount of INR *<insert amount>* per occurrence and not less than *<insert amount>* in aggregate - Either professional indemnity or errors and omissions insurance for an insured amount of [INR *insert amount*] per occurrence and not less than [INR *insert amount*] in aggregate. - Product liability for an insured amount of [INR *insert amount*] per occurrence and not less than [INR *insert amount*] in aggregate. - Workers compensation as required by law *[Note: insert amount required of any other type of insurance specified at "additional insurance" definition above]*
Additional Insurance	*<insert any additional types of insurance the Service Provider is required to maintain. Otherwise insert 'not applicable'>*
Material Breach	means a breach by either Party (Purchaser or Implementation Agency) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
Required Deliverables	shall have the same meaning ascribed to it in Annexure F of this Agreement;
Parties	means Purchaser and Implementation Agency for the purposes of this Agreement and "**Party**" shall be interpreted accordingly;
Performance Guarantee	Means the guarantee provided by a Nationalized Bank in favour of the Implementation Agency. The amount of Performance Security shall be 10% of the overall cost of the project. This performance security shall be valid till six months after the completion of the project i.e. ---- years from the date of signing of contract or for such time as is required under this Agreement;
Planned Application Downtime	means the unavailability of the application services due to maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure wherein prior intimation (at least two working

	days in advance) of such planned outage shall be given and approval sought from the Purchaser as applicable;
Planned network outage	means the unavailability of the network services due to infrastructure maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure. Prior intimation of such planned outage shall be given and approval sought from the Purchaser as applicable and shall be notified at least two working days;
Project	means Pilot, Project Implementation (roll out) and Maintenance in terms of the Agreement;
Project Implementation	means Project Implementation as per the testing standards and acceptance criteria prescribed by Purchaser or its nominated agencies;
Project Implementation Phase	shall be from the Effective Date of the Agreement to the date of final acceptance testing & certification as set out in Clause 5.4 of this Agreement;
Project Implementation Unit (PIU)	shall be constituted by Purchaser to monitor the activities, deliverables and progress of the Project. PIU will comprise of the staff members of the Purchaser, other officials from concerned department and external experts (as defined in the RFP);
Project Timelines	shall have the same meaning ascribed to in Annexure F;
Providing Party	shall have the same meaning ascribed to it in Clause 12.5;
Receiving Party	shall have the same meaning ascribed to it in Clause 12.5;
Replacement Implementation Agency	means any third party that Purchaser or its nominated agencies appoint to replace Implementation Agency upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
Required Consents	means the consents, waivers, clearances and licenses to use Purchaser's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that Purchaser or their nominated agencies are required to make available to Implementation Agency pursuant to this Agreement;
Services	means the services delivered to the Stakeholders of Purchaser or its nominated agencies, employees of Purchaser or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Implementation Agency including the tools of information and communications technology and includes but is not limited to the list of services specified in Annexure B;
Service Level	means the level of service and other performance criteria which will apply to the Services delivered by the Implementation Agency;
SLA	means the Performance and Maintenance SLA executed as part of this Master Service Agreement;

Stakeholders	means the students, Franchisee's, Investors, Citizens, Purchaser or its nominated agencies, Purchaser, employees and the Departments of State Government;
Term	shall have the same meaning ascribed to it in Clause 3.1;
Third Party Systems	means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the Purchaser or Implementation Agency and to which Implementation Agency has been granted a license to use and which are used in the provision of Services;
Unplanned Application Downtime	means the total time for all the instances where services in the software requirement specification document prepared by the Implementation Agency are not available for more than 5 consecutive minutes;
Network	in Purchaser users refers to all the IT assets installed by the Implementation Agency as part of the Project for networking;
Unplanned network outage	means the total time for all the instances where services in the software requirement specification document prepared by the Implementation Agency are not available for more than 5 consecutive minutes;
Application	means the software application developed as a part of scope of work set out in Clause 2.1(a)
Application Downtime	means the time for which user/s is not able to access the application. However, in calculating downtime, scheduled downtime (for example, backup time, batch processing time, routine maintenance time) would not be considered;
Network Uptime	Network Uptime refers to network availability between Purchaser's Head Quarters to Data center. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total time in the month (in minutes) multiplied by 100;
Warranty / AMC Period	shall be <insert number> years from the date of successful completion /Go-live.
Safety and Security	[**Note:** insert any safety and security requirements additional to those specified in clause 12.4, Otherwise insert 'not applicable']

1.2   Interpretation

In this Agreement, unless otherwise specified:

(a)   references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;

(b)   use of any gender includes the other genders;

(c)   references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

(d)   references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having

(e)   separate legal personality);

(e)   a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(f)   any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

(g)   references to a **'business day'** shall be construed as a reference to a day (other than a sunday) on which banks in the state of -------- are generally open for business;

(h)   references to times are to Indian Standard Time;

(i)   a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(j)   all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

(k)   System integrator (SI) or Implementation Agency (IA) has been used for the same entity i.e. bidder selected for the project.

1.3   Measurements and Arithmetic Conventions

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

1.4   Ambiguities within Agreement

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

(a)   as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

(b)   as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and

(c)   as between any value written in numerals and that in words, the value in words shall prevail.

1.5   Priority of documents

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

(a)   This Agreement along with

(b)   the SLA agreement,

(c)   NDA agreement,

(d)   Schedules and Annexures;

(e)   the RFP along with subsequently issued corrigenda

(f)   Technical and financial proposal submitted by the successful bidder, to the extent they

along with subsequently issued clarifications furnished by the Implementation Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

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

2.   SCOPE OF THE PROJECT

The Implementation Agency shall be required to:

develop / customize and implement <Insert the details of solution>; manage and provide technical support to the solution for the period of <insert period> years from the date of Go-Live.

The roles and responsibilities of the Parties under this Agreement have been set out in detail as Annexure F of this Agreement.

For the avoidance of doubt, it is expressly clarified that this Agreement shall govern the provision of the contracted services under the SLA to the Purchaser and its nominated agencies. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and annexures as required, under this Agreement for each additional engagement.

2.1   Scope of work

Detailed scope of work for the selected bidder is as follows:

1. *-----------------*
2. *-----------------*
3. *----------------*

3.   TERM AND DURATION OF THE AGREEMENT

This Agreement shall come into effect on <***> 201- (hereinafter the 'Effective Date') and shall continue till operation and maintenance completion date which shall be the date of the completion of the operation and maintenance to the Purchaser or its nominated agencies, unless terminated earlier (as per clause 14), in which case the contract will get terminated on fulfillment of all obligations mentioned as per clause 14 and Schedule-II.

4.   **CONDITIONS PRECEDENT & EFFECTIVE DATE**

4.1   Provisions to take effect upon fulfillment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, Purchaser or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Implementation Agency.

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties (or its nominated agencies) under this Agreement shall commence from the fulfillment of the Conditions

Precedent as set forth below.

4.2   a. Conditions Precedent of the Implementing Partner

The Implementation Agency shall be required to fulfill the Conditions Precedent in which is as follows:

i.   to provide a Performance Security/Guarantee and other guarantees/ payments within <21 days> of the receipt of notification of award from the purchaser; and

ii.   to provide the Purchaser or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Implementation Agency (optional).

4.2   b. Conditions Precedent of the Purchaser (needs to be customized as per project requirement)

The Purchaser shall be required to fulfill the Conditions Precedents   which are as follows:

i.   Handing over of <project office> (if applicable)

ii.   Necessary clearances associated with the execution of the project, unless specified to be performed by the IA

iii.   Approval of the Project by a Competent Authority, etc

4.3   Extension of time for fulfillment of Conditions Precedent

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

4.4   Non-fulfillment of the Implementation Agency's Conditions Precedent

(a)   In the event that any of the Conditions Precedent of the Implementation Agency have not been fulfilled within 15 days of signing of this Agreement and the same have not been waived fully or partially by Purchaser or its nominated agencies, this Agreement shall cease to exist;

(b)   In the event that the Agreement fails to come into effect on account of non fulfillment of the Implementation Agency's Conditions Precedent, the Purchaser or its nominated agencies shall not be liable in any manner whatsoever to the Implementation Agency and the Purchaser shall forthwith forfeit the Earnest Money Deposit.

(c)   In the event that possession of any of the Purchaser or its nominated agencies facilities has been delivered to the Implementation Agency prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to Purchaser or its nominated agencies, free and clear from any encumbrances or claims.

5.   OBLIGATIONS UNDER THE SLA

5.1   The SLA shall be a separate contract in respect of this Agreement and shall be entered into concurrently with this Agreement between Purchaser and Implementation Agency;

5.2   In relation to any future SLA entered into between the Parties; each of the Parties shall observe

and perform the obligations set out herein.

5.3   Change of Control

    (a)   In the event of a change of control of the Implementation Agency during the Term, the Implementation Agency shall promptly notify Purchaser and/or its nominated agencies of the same in the format set out as Annexure A of this Agreement.

    (b)   In the event that the net worth of the surviving entity is less than that of Implementation Agency prior to the change of control, the Purchaser or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the Implementation Agency from a guarantor acceptable to the Purchaser or its nominated agencies (which shall not be Implementation Agency or any of its associated entities).

    (c)   If such a guarantee is not furnished within 30 days of the Purchaser or its nominated agencies requiring the replacement, the Purchaser may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.

    (d)   Pursuant to termination, the effects of termination as set out in Clause 14 of this Agreement shall follow.

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

5.4   Final testing and certification

The Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by the Purchaser and Implementation Agency as under:

    (a)   Final testing and certification criteria will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub- systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and this Agreement;

    (c)   Final testing and certification criteria will be finalized from the development stage to ensure that the guidelines are being followed and to avoid large scale modifications pursuant to testing done after the application is fully developed;

    (d)   Final testing and certification criteria will consider conducting specific tests on the software, hardware, networking, security and all other aspects;

    (e)   Final testing and certification criteria will establish appropriate processes for notifying the Implementation Agency of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Implementation

Agency to take corrective action; etc.

5.5 The Parties shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except with the prior written agreement between the Purchaser and Implementation Agency in accordance with the Change Control Schedule set out in Schedule I of this Agreement. Save for the express terms of the Terms of Payment Schedule set out as Schedule V of this Agreement, Purchaser or its nominated agencies and its users may purchase any particular category of Services that may become necessary as per the Change Control Schedule set out in Schedule I of this Agreement, without the need to go for a separate procurement process.

6. REPRESENTATIONS AND WARRANTIES

6.1 **Representations and warranties of the Implementation Agency**

The Implementation Agency represents and warrants to the Purchaser or its nominated agencies that:

[Note: A concept of materiality could be introduced for some of the clauses, on request of the successful bidder]

(a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;

(b) it is a competent provider of a variety of information technology and business process management services;

(c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

(e) in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to Purchaser's normal business operations

(f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;

(g) the information furnished in the Implementation Agency's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;

(h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(i)   there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

(j)   it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(k)   it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;

(l)   no representation or warranty by it contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and

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

6.2   Representations and warranties of the Purchaser or its nominated agencies

Purchaser or its nominated agencies represent and warrant to the Implementation Agency that:

(a)   it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

(b)   it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c)   it has the financial standing and capacity to perform its obligations under the Agreement;

(d)   it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

(e)   this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;

(f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;

(h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Purchaser or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(i) it has complied with Applicable Laws in all material respects;

(j) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and

(k) upon the Implementation Agency performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Implementation Agency, in accordance with this Agreement.

7. OBLIGATIONS OF THE PURCHASER OR ITS NOMINATED AGENCIES

Without prejudice to any other undertakings or obligations of the Purchaser or its nominated agencies under this Agreement, the Purchaser or its nominated agencies shall perform the following:

(a) To provide any support through personnel to test the system during the Term;

(b) To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;

(c) Purchaser shall provide the data (including in electronic form wherever available) to be migrated.

(d) To authorize the Implementation Agency to interact for implementation of the Project with external entities such as the state treasury, authorized banks, trademark database etc.

(e) **Provide prompt Deliverable feedback**: *Within <XX working days> from the submission of a deliverable/SLA and performance reports, the <purchaser> shall provide a sign offs on the deliverable or its comments for changes.*

In case the <purchaser> fails to respond and provide feedback on above stated submission, the deliverables or SLA and performance reports will be deemed accepted. Post <xx working days> there will be no rework of the said deliverable except, in case the purchaser has provided an alternate date for acceptance. Any subsequent rework post acceptance / deemed acceptance would form the subject of a formal change request under the provisions of this Agreement.

8. OBLIGATIONS OF THE IMPLEMENTATION PARTNER

8.1   It shall provide to the Purchaser or its nominated agencies, the Deliverables as set out in Annexure F of this Agreement.

8.2   It shall perform the Services as set out in Section 2 of this Agreement and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.

8.2   It shall ensure that the Services are being provided as per the Project Timelines set out in the RFP.

9. APPROVALS AND REQUIRED CONSENTS

9.1   The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "**Required Consents**") necessary for the Implementation Agency to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.
[Note: This responsibility of taking Governmental licenses, clearances and applicable approvals requires to be explicitly worded in the Scope of work in the RFP, only then this clause in its current shape would hold]

9.2   The Purchaser or its nominated agencies shall use reasonable endeavours to assist Implementation Agency to obtain the Required Consents *[or vice versa, depending on the Scope of work defined in the RFP]*. In the event that any Required Consent is not obtained, the Implementation Agency and the Purchaser or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Purchaser or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the Implementation Agency shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the Implementation Agency's obligations are not dependent upon such Required Consents.

10. USE OF ASSETS BY THE IMPLEMENTATION AGENCY

10.1 During the Term the Implementation Agency shall:

(a) take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Implementation Agency exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the "***Assets***") in proportion to their use and control of such Assets; and

(f) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Implementation Agency takes control of and/or first uses the Assets and during the entire Term of the Agreement.

(c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Implementation Agency will be followed by the Implementation Agency and any person who will be responsible for the use of the Assets;

(d) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Implementation Agency or as may, in the reasonable opinion of the Implementation Agency, be necessary to use the Assets in a safe manner;

(e) ensure that the Assets that are under the control of the Implementation Agency, are kept suitably housed and in conformity with Applicable Law;

(f) procure permission from the Purchaser or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;

(g) not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

11. ACCESS TO THE PURCHASER OR ITS NOMINATED AGENCIES LOCATIONS

11.1 For so long as the Implementation Agency provides services to the Purchaser or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, the Purchaser as the case may be or its nominated agencies shall, subject to compliance by the Implementation Agency with any safety and security guidelines which may be provided by the Purchaser as the case may be or its nominated agencies and notified to the Implementation Agency in writing, provide the Implementation Agency with:

(a) reasonable access, in the same manner granted to the Purchaser or its nominated agencies employees, to the Purchaser as the case may be location twenty-four hours a day, seven days a week;

(b) reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other the Purchaser as the case may be location, if any, as may be reasonably necessary for the Implementation Agency to perform its obligations hereunder and under the SLA.

11.2 Access to locations, office equipments and services shall be made available to the Implementation Agency < on an "as is, where is" basis / in appropriate working condition (as per

scope of work defined in the tender)> by the Purchaser as the case may be or its nominated agencies. The Implementation Agency agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in RFP for the following purposes:

(a)   for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or

(b)   in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

12.   MANAGEMENT PHASE

12.1   Governance

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

12.2   Use of Services

(a)   The Purchaser as the case may be or its nominated agencies, will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA or this Agreement or any agreement that may be entered into between the Parties from time to time;

(b)   The Purchaser as the case may be or its nominated agencies shall be responsible for the operation and use of the Deliverables resulting from the Services.

12.3   Changes

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

12.4   Security And Safety

(a)   The Implementation Agency shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by dept. of telecom (wherever applicable), IT Security Manual of the Purchaser as specifically stated in the RFP and follow the industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of the Services.

(b)   Each Party to the SLA/Agreement shall also comply with Purchaser or the Government of India, and the respective State's security standards and policies in force from time to time at each location of which Purchaser or its nominated agencies make the Implementation Agency aware in writing insofar as the same apply to the provision of the Services.

(c)   The Parties to the SLA/Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Purchaser as the case may be or any of their nominees data, facilities or Confidential Information.

(d) The Implementation Agency shall upon reasonable request by the Purchaser as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

(e) As per the provisions of the SLA or this Agreement, the Implementation Agency shall promptly report in writing to the Purchaser or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of Purchaser as the case may be.

12.5 Cooperation

Except as otherwise provided elsewhere in this Agreement or the SLA, each Party ("***Providing Party***") to this Agreement or to the SLA undertakes promptly to provide the other Party ("***Receiving Party***") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

(a) does not require material expenditure by the Providing Party to provide the same;

(b) is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;

(c) cannot be construed to be Confidential Information; and

(d) is capable of being provided by the Providing Party.

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

13. FINANCIAL MATTERS

13.1 Terms of Payment

(a) In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the Purchaser shall pay the Implementation Agency for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.

(b) Payments shall be subject to the application of liquidated damages (for period prior to "Go Live") or SLA penalties and its adjustments/corrections (for post "Go-Live")as may be provided for in the Agreement and the SLA from the relevant milestone(s),
[Note:The Purchaser (on request from successful bidders) can look at having a separate mechanism for settling penalties/ service credits rather than the set off against the invoice as this could revenue recognition issues. However, the successful bidder has to ensure that such settlement happens within a stipulated timeframe]

(c) Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Purchaser shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Implementation Agency performance of any obligations under this Agreement or the SLA) other than those covered in Schedule V of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy

charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.

13.2   Invoicing and Settlement

(a)   Subject to the specific terms of the Agreement and the SLA, the Implementation Agency shall submit its invoices in accordance with the following principles:

(i)   The Purchaser shall be invoiced by the Implementation Agency for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the Implementation Agency shall raise an invoice as per Schedule V of this Agreement; and

(ii)   Any invoice presented in accordance with this Clause shall be in a form agreed with the Purchaser.

(b)   The Implementation Agency alone shall invoice all payments after receiving due approval of completion of payment milestone from the competent authority. Such invoices shall be accurate with all adjustments or changes in the terms of payment as stated in Schedule V of this Agreement. The Implementation Agency shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later.

(c)   Payment shall be made within <30 working days> of the receipt of invoice along with supporting documents by the Purchaser subject to deduction of applicable liquidated damages (till "Go Live") or SLA penalties (post "Go Live") . The penalties are imposed on the vendor as per the SLA criteria specified in the SLA. In the event of delay in payment of undisputed amount beyond <30 working days>, Implementation Agency shall be entitled to a late payment interest of <Specify rate of Interest> per annum from the date of completion of <30 working days> after submission of invoice. This interest is subject to a limit of <10%> of the total contract value.

(d)   The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Implementation Agency under Schedule V of this Agreement where the Purchaser disputes/witholds such invoice or part of it provided that such dispute is bona fide. , The withheld amount shall be limited to that which is in dispute. The disputed / witheld amount shall be settled in accordance with the escalation procedure as set out in Schedule V of this Agreement. Any exercise by the Purchaser under this Clause shall not entitle the Implementation Agency to delay or withhold provision of the Services.

(e)   Exchange rate variation:

[Option 1]The prices in this Agreement are based upon an exchange rate of Indian Rupee <exchange rate> to one (1) USD ("Base Rate") as on <base date>. The Parties agree to mutually review the Base Rate at the time of issue of invoice, using the daily exchange rate published in Reserve Bank of India (the "Exchange Rate"). The rates of exchange used for price adjustments shall be calculated to four (4) decimal places. In the event that the daily Exchange Rate for the day preceding the day of billing has fluctuated beyond *<insert percentage threshhold>*% relative to the base rate, the Parties agree that

the Implemention Agency and Purchaser will have the right to adjust the price accordingly. Any increase or decrease in customs duty by reason of the variation in the rate of exchange in terms of the contract will be to the Implementation Agency's account. In case delivery period is refixed/ extended, ERV will not be admissible, if this is due to default of the Implementation Agency.

The following documents should be furnished by the supplier for claiming exchange rate variation:

(i) A bill of exchange rate variation claim enclosing working sheet

(ii) Banker's certificate/debit advice detailing foreign exchange paid, date of remittance and Exchange Rate

(iii) Copies of import order placed on supplier

(iv) Invoice of supplier for the relevant import order

[Option 2:]To work out the variation due to changes (if any) in the exchange rate(s), the base date for this purpose will be the due date of opening of tenders/seven days prior to the due date of opening of tenders (the purchase organization is to decide and adopt a particular suitable date).

The variation reimbursed to the vendor shall be calculated on the difference between

(a) the invoice value based on the previous three months average exchange rate; and

(b) invoice value based on the price quoted by the vendor on the bid submission date.

The applicable exchange rates as above will be according to the TT Selling Rates of Exchange as quoted by authorized Exchange Bankers approved by the Reserve Bank of India on the dates in question. No variation in price in this regard will be allowed if the variation in the rate of exchange remains within the limit of plus/minus <2.5> percent. Any increase or decrease in the Customs Duty by reason of the variation in the rate of exchange in terms of the contract will be to the buyer's account. In case Delivery period is refixed/ extended, ERV will not be admissible, if this is due to default of the supplier.

[Note:

1. *The exchange rate variation clause in 13.2(f) shall be retained only for projects involving hardware procurement, wherein period of implementation/ Go-Live Date is beyond a period of one (1) year from Effective Date.*

2. *At the time of executing the agreement the Purchaser shall specify the exchange rate and the base date, which shall be either the due date of opening of tenders/seven days prior to the due date of opening of tenders*

3. *The applicable exchange rates will be according to the TT Selling Rates of Exchange as quoted by authorized Exchange Bankers approved by the Reserve Bank of India.]*

(f)   The Implementation Agency shall be solely responsible to make payment to its sub-contractors.

13.3   Tax

(a)   The Purchaser or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Implementation Agency wherever applicable. The Implementation Agency shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.

(b)   The Purchaser or its nominated agencies shall provide Implementation Agency with the original tax receipt of any withholding taxes paid by Purchaser or its nominated agencies on payments under this Agreement. The Implementation Agency agrees to reimburse and hold the Purchaser or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the Purchaser or its nominated agencies, the Implementation Agency and third party subcontractors.

(c)   If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Purchaser for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Implementation Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Implementation Agency under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Schedule V. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Implementation Agency shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

(d)   The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:

(i)   any resale certificates;

(ii)   any relevant information regarding out-of-state or use of materials, equipment or services; and

(iii)   any direct pay permits, exemption certificates or information reasonably requested by the other Party.

14.   TERMINATION

14.1   FOR MATERIAL BREACH

(a)   In the event that either Party believes that the other Party is in Material Breach of its

obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Purchaser or Implementation Agency, as the case may be will have the option to terminate the Agreement. 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) If the Implementation Agency is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then the Purchaser may serve a 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Purchaser will have the option to terminate this Agreement. Further, the Purchaser may offer a reasonable opportunity to the Implementation Agency to explain the circumstances leading to such a breach.

(ii) If there is a Material Breach by the Purchaser or its nominated agencies which results in not providing support for effecting data migration or not providing the certification of User Acceptance then the Implementation Agency will give a one month's notice for curing the Material Breach to the Purchaser. After the expiry of such notice period, the Implementation Agency will have the option to terminate the Agreement.

(b) The Purchaser may by giving a one month's written notice, terminate this Agreement if a change of control of the Implementation Agency has taken place. For the purposes of this Clause, in the case of Implementation Agency, change of control shall mean the events stated in Clause 5.3, and such notice shall become effective at the end of the notice period as set out in Clause 5.3 (c).

(c) In the event that Implementation Agency undergoes such a change of control, Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of Implementation Agency by a guarantor acceptable to Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days of Purchaser's demand, the Purchaser may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Implementation Agency.

(d) The termination provisions set out in this Clause shall apply *mutatis mutandis* to the SLA.

14.2 TERMINATION FOR CONVENIENCE

[Optional Clause: This clause is optional and must be used selectively, please refer to the Guidance notes.]

14.2.1 The Purchaser may at any time terminate the Contract for any reason by giving the IA a notice of termination that refers to this clause.

14.2.2 Upon receipt of the notice of termination under this clause, the IA shall either as soon as reasonably practical or upon the date specified in the notice of termination:

(a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 14.2.2 (d) (ii) below;

(c) remove all IA's Equipment from the site, repatriate the IA's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

(d) in addition, the IA shall:

(i) deliver to the Purchaser the parts of the System executed by the IA up to the date of termination;

(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the IA to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the IA and its Subcontractors;

(iii) deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the IA or its Subcontractors as of the date of termination in connection with the System.

14.3   Effects of termination

(a)   In the event that Purchaser terminates this Agreement pursuant to failure on the part of the Implementation Agency to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Implementation Agency may be forfeited.

(b)   Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule III of this Agreement.

(c)   In the event that Purchaser or the Implementation Agency terminates this Agreement, the compensation will be decided in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.

(d)   Purchaser agrees to pay Implementation Agency for i) all charges for Services Implementation Agency provides and any Deliverables and/or system (or part thereof) Implementation Agency delivers through termination and any charges at the tendered rate, for extension period beyond termination as decided by the Nodal Agency as per Schedule 2, Clause 2.2   and ii) reimbursable expenses Implementation Agency incurs through termination.

(e)   If Purchaser terminates without cause, Purchaser also agrees to pay any applicable adjustment expenses to Implementation Agency incurs as a result of such termination (which Implementation Agency will take reasonable steps to mitigate.

(f)   In the event of termination of the Contract under 14.2, the Purchaser shall pay to the IA the following amounts:

(i) the Contract Price, properly attributable to the parts of the System executed by the IA as of the date of termination;

(ii) the costs reasonably incurred by the IA in the removal of the IA's Equipment from the site and in the repatriation of the IA's and its Subcontractors' personnel;

(iii) any amount to be paid by the IA to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

(iv) costs incurred by the IA in protecting the System and leaving the site in a clean and safe condition pursuant to Clause 14.2; and

(v) the cost of satisfying all other obligations, commitments, and claims that the IA may in good faith have undertaken with third parties in connection with the Contract and that are not covered by Clauses 14.3 (d) above.

14.4   Termination of this Agreement due to bankruptcy of Implementation Agency

The Purchaser may serve written notice on Implementation Agency at any time to terminate this Agreement with immediate effect in the event that the Implementation Agency reporting an apprehension of bankruptcy to the Purchaser or its nominated agencies

15.   INDEMNIFICATION & LIMITATION OF LIABILITY

15.1   Subject to Clause 15.4 below, Implementation Agency (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.

15.2   If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, **that may be finally awarded against Indemnified Party**.

15.3   Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

a) Indemnified Party's misuse or modification of the Service;

b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;

c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

i.   Procure the right for Indemnified Party to continue using it

ii.   Replace it with a noninfringing equivalent

      iii.   Modify it to make it noninfringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

15.4   The indemnities set out in Clause 15 shall be subject to the following conditions:

    (i)   the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

    (ii)   the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

    (iii)   if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

    (iv)   the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

    (v)   all settlements of claims subject to indemnification under this Clause will:

        a.   be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

        b.   include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

    (vi)   the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

    (vii)   the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

    (viii)   in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

    (ix)   if a Party makes a claim under the indemnity set out under Clause 15.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

15.5   The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or

otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 15 and breach of Clause 12.4 and 17.

15.6   In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 15.1) even if it has been advised of their possible existence.

15.7   The allocations of liability in this Section 15 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

16.   FORCE MAJEURE

16.1   Definition of Force Majeure

"Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

16.2   Force Majeure events

A Force Majeure shall include, without limitation, the following:

   a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

   b. strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

   c. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

16.2.1 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

16.2.2 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.

16.2.3 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Clause 16.

16.2.4 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

(a) constitute a default or breach of the Contract;

(b) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance,

if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

16.2.5 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

16.2.6 In the event of termination pursuant to Clause 16, the rights and obligations of the Purchaser and the Supplier shall be as specified in the clause titled Termination.

16.2.7 Notwithstanding Clause 16.2.4, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

16.2.8 For the avoidance of doubt, it is expressly clarified that the failure on the part of the Implementation Agency under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

17.   CONFIDENTIALITY

17.1   The Purchaser or its nominated agencies shall allow the Implementation Agency to review and utilize highly confidential public records and the Implementation Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

17.2 Additionally, the Implementation Agency shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

17.3 The Purchaser or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Implementation Agency regarding any forbidden disclosure.

17.4 The Implementation Agency shall ensure that all its employees, agents and sub-contractors involved in the project, execute individual non disclosure agreements, which have been duly approved by the Purchaser with respect to this Project.(**Optional**)

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

(a) information already available in the public domain;

(b) information which has been developed independently by the Implementation Agency;

(c) information which has been received from a third party who had the right to disclose the aforesaid information;

(d) Information which has been disclosed to the public pursuant to a court order.

17.5 To the extent the Implementation Agency shares its confidential or propriteray information with the Purchaser for effective performance of the Services, the provisions of the Clause 17.1 to 17.3 shall apply mutatis mutandis on the Purchaser or its nominated agencies.

17.6 Any handover of the confidential information needs to be maintained in a list, both by Purchaser & SI, containing at the very minimum, the name of provider, receipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.

17.7 Notwithstanding anything to the contrary mentioned hereinabove, the Implementation Agency shall have the right to share the Letter of Intent / work order provided to it by the Purchaser in relation to this Agreement, with it's prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

18. AUDIT, ACCESS AND REPORTING

The Implementation Agency shall allow access to the Purchaser or its nominated agencies to all information which is in the possession or control of the Implementation Agency and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the Purchaser to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule III of this Agreement.

19. INTELLECTUAL PROPERTY RIGHTS

19.1 Products and fixes: All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the product owner. Implementation Agency would be responsible for arranging any licenses associated with products. "**Product**" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Purchaser for license which is published by product owner or

its affiliates, or a third party. "**Fixes**" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

19.2 Bespoke development: Subject to the provisions of Clause 19.3 and 19.4 below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie exclusively with the Purchaser.

[Note: Ministry of Electronic and Information Technology, Government of India, has notified "Policy on Collaborative Application Development by Opening the Source Code of Government Applications" in the Gazette of India   on 6th May 2015. The same needs to be adopted.]

19.3 Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("**pre-existing work**") including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Implementation Agency should grant Purchaser a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Purchaser as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Purchaser's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with Purchaser at the conclusion of performance of the services.

19.4 Residuals: In no event shall Implementation Agency be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Implementation Agency shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

20.   WARRANTY & MAINTENANCE

[Note: This clause is relevant to projects in the domain of System Integration/ hardware/software and if irrelevant to the context may be deleted.**]**

20.1 Standard: The Implementation Agency warrants that the Project, including all the system(s), materials and goods supplied pursuant to the Agreement, shall be free from any defect or deficiency in the material, design, engineering, and workmanship that prevent the system and/or any of its systems(s) from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the system and/or any of its sub-system(s). Commercial warranty provisions of products

supplied under the Agreement shall apply to the extent they do not conflict with the provisions of this Agreement.

20.1.1 The IA also warrants that the products, materials and other goods supplied under the Agreement are new, unused and incorporate all recent improvements in design that materially affect the system's or subsystem's ability to fulfill the technical requirements specified in the RFP.

20.1.2 In addition, the IA warrants that: (i) all Goods components to be incorporated into the System form part of the IA/OEM's and/or Subcontractor's current product lines.

20.1.3 The warranty period shall commence from the date of Final Acceptance of the System (or of any major component or subsystem for which phased Go-Live is provided for in the Agreement) or on expiry of the products commercial warranty, whichever is earlier and shall extend for as follows:
<

Component	Period
<Standard Hardware>	<Till the end of the agreement OR <6 months> post completion of the agreement>
<COTS Software>	<Till the end of the agreement OR <6 months> post completion of the agreement>
<Bespoke Software>	<Till the end of the agreement OR <6 months> post completion of the agreement>

>

20.1.4 If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project and other Services provided by the Implementation Agency, the Implementation Agency shall promptly, in consultation and agreement with Purchaser, and at the Implementation Agency's sole cost repair, replace, or otherwise make good (as the Implementation Agency shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the system caused by such default, defect or deficiency. Any defective component, excluding hard disks, that has been replaced by the Implementation Agency shall remain the property of the Implementation Agency.

20.1.5 The IA may, with the consent of the Purchaser, remove from the site any product and other goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the IA notice requiring that tests of the defective part be made by the IA immediately upon completion of such remedial work, whereupon the IA shall carry out such tests. If such part fails the tests, the IA shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier.

20.1.6 If the IA fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within a reasonable time period, the Purchaser may, following notice to the IA, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the IA or may be deducted by the Purchaser from any amount due to the IA.

20.1.7 If the System or any of its sub-systems cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by the Purchaser because of such defect and/or making good of such default, defect or deficiency.

20.1.8 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater.

20.1.9 The Implementing Agency shall have no liability in the case of breach of this warranty due to (i) use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by the Implementing Agency, (ii) the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not approved by the Implementing Agency; (iii) the deliverables having been tampered with, altered or modified by Purchaser without the written permission of the Implementing Agency, or (iv) use of the deliverables otherwise than in terms of the relevant documentation.

20.2 Implied Warranty: The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

21.   LIQUIDATED DAMAGES

Time is the essence of the Agreement and the delivery dates are binding on the Implementation Agency. In the event of delay or any gross negligence in implementation of the projet before Go-Live, for causes solely attributable to the Implementation Agency, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Implementation Agency as agreed, liquidated damages, a sum of <0.5%> of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of <10%> of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law.

22.   ESCROW AGREEMENT

*[**Note**: Please refer Section 2.16 of the Guidance Note for applicability of this provision.]*

22.1   Implementation Agency shall comply with the escrow provisions below for all Bespoke Development & customized codes (including subcontractor-owned materials and other Third Party Material incorporated in Implementation Agency's Proprietary Material), except to the extent Implementation Agency demonstrates to the satisfaction of the Purchaser that compliance is not permitted by the nature of Implementation Agency's limited rights in such material.

22.2   Within <ninety (90) days> after the Purchaser's acceptance of the Solution, the Parties shall enter into a software escrow agreement ("Escrow Agreement") with a reputable, independent, third party that provides software escrow services among its principal business offerings ("Escrow Agent"). The Escrow Agreement shall provide for the regular deposit into escrow of all source code (including without limitation all make files, configurational files, data tables upon which execution is dependent, and the like, collectively the "Source Code"), object code, and documentation with respect to all Public Material and Implementation Agency's Proprietary Material (and cumulative updates thereof), together with (a) continually updated instructions as to the compilation, installation, configuration, deployment, and use of the Source Code, and (b) a list of all non-deposited third party software used in conjunction with the Source Code to provide the full functionality of the deposited materials. In the event of the termination or expiration of the initial Escrow Agreement or any successor agreement, with minimal delay the Parties shall enter into a substantially equivalent agreement with a successor provider of software escrow services (who shall then be known as the "Escrow Agent").

22.3   Implementation Agency will make its initial deposit of Source Code within fifteen (15) days after the effective date of the Escrow Agreement.

22.4   Implementation Agency shall periodically update the escrow deposit as the Parties shall agree in the Escrow Agreement. In addition to other usual and customary terms, the Escrow Agreement shall provide that the Purchaser shall be entitled to obtain the deposited materials from escrow upon the Purchaser's making a proper claim for release from escrow in the event that (c) proper written notice is given to the Escrow Agent that release of the copy of the deposited materials is pursuant to applicable Central or Purchaser bankruptcy, insolvency, reorganization, or liquidation statute; (d) Implementation Agency files articles of dissolution (but not if Implementation Agency is consolidated or merged into another entity); (e) the Contract expires or terminates for Material Breach of Implementation Agency.

22.5   The release of deposited materials from escrow shall not confer upon the Purchaser any right of ownership in the deposited materials or the underlying intellectual property embodied therein. In the event of the release of deposited materials to the Purchaser from escrow, the Purchaser shall use the

deposited materials solely for the benefit of the Purchaser and its constituents, consistently with the grants of license set forth in Clause 19 of this Agreement.

22.6   The release of materials from escrow, without more, shall not cause any further amounts to accrue as payable to Implementation Agency by the Purchaser, and the term of the Purchaser's possessory and usage rights with respect to the released materials shall be perpetual.

22.7   The Escrow Agreement shall provide for its automatic termination upon the earlier of five (5) years after the expiration or termination of this Contract, or, release of all Source Code to the Purchaser and the Purchaser's subsequent confirmation of compliance with the terms of the Escrow Agreement. Implementation Agency shall pay the escrow costs, as well as all costs associated with causing its subcontractors and other third parties to abide by the Escrow Agreement.

23.   INSURANCE COVER

23.1   Obligation to maintain insurance

In connection with the provision of the Services, the Service Provider must have and maintain:

(a)   for the Agreement Period, valid and enforceable insurance coverage for:

(i)   public liability;

(ii)   either professional indemnity or errors and omissions;

(iii)   product liability;

(iv)   workers' compensation as required by law; and

(v)   any additional types specified in Schedule I; and

(b)   for <one> year following the expiry or termination of the Agreement, valid and enforceable insurance policies (if relevant),

in the amount not less than the Insurance Cover specified in Schedule I.

23.2 **Certificates of currency**

The Implementation Agency must, on request by the Purchaser, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 23.The Service Provider agrees to replace any coverage prior to the date of expiry/cancellation.

23.3   **Non-compliance**

Purchaser or its nominated agencies may, at its election, terminate this Agreement as per clause 14, upon the failure of Implementation Agency or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve Implementation Agency of its obligations under this Agreement.

24. MISCELLANEOUS

24.1 Personnel

(a) The personnel assigned by Implementation Agency to perform the Services shall be employees of Implementation Agency or its subcontractor(s), and under no circumstances shall such personnel be considered employees of Purchaser or its nominated agencies. The Implementation Agency shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.

(b) The Implementation Agency shall use its best efforts to ensure that sufficient Implementation Agency personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. After discussion with Implementation Agency, Purchaser or its nominated agencies shall have the right to require the removal or replacement of any Implementation Agency personnel performing work under this Agreement based on bonafide reasons. In the event that Purchaser or its nominated agencies requests that any Implementation Agency personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.

(d) In the event that the Purchaser and Implementation Agency identify any personnel of Implementation Agency as "Key Personnel", then the Implementation Agency shall not remove such personnel from the Project without the prior written consent of Purchaser or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.

(e) Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of Implementation Agency to freely assign or reassign its employees; provided that Implementation Agency shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Purchaser or its nominated agencies shall have the right to review and approve Implementation Agency's plan for any such knowledge transfer. Implementation Agency shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.

(f) Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.

(g) Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

24.2 Independent Contractor

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement or the SLA and, except as expressly stated in this

Agreement or the SLA, nothing in this Agreement or the SLA shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

(a)   incur any expenses on behalf of the other Party;

(b)   enter into any engagement or make any representation or warranty on behalf of the other Party;

(c)   pledge the credit of or otherwise bind or oblige the other Party; or

(d)   commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

24.3   Sub-contractors

Implementation Agency shall not subcontract any work related to <Insert details> without Purchaser's prior written consent. However the Implementation Agency shall provide the list of all the other services planned to be sub contracted, within 15 days of signing the Agreement. It is clarified that the Implementation Agency shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Implementation Agency undertakes to indemnify the Purchaser or its nominated agencies from any claims on the grounds stated hereinabove.

24.4   Assignment

(a)   All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Purchaser and their respective successors and permitted assigns.

(b)   Subject to Clause 5.3, the Implementation Agency shall not be permitted to assign its rights and obligations under this Agreement to any third party.

(c)   The Purchaser may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Implementation Agency shall be a party to such novation, to any third party contracted to provide outsourced services to Purchaser or any of its nominees.

24.5   Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that Implementation Agency may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that Implementation Agency may include Purchaser or its client lists for reference to third parties subject to the prior written consent of Purchaser not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

24.6   Notices

(a)   Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.

(b)   In relation to a notice given under this Agreement, any such notice or other document

shall be addressed to the other Party's principal or registered office address as set out below:

<Insert Address>

Tel:

Fax:

Email:

Contact:

With a copy to:

Implementation Agency

Tel:

Fax:

Email:

Contact:

In relation to a notice given under the MSA / SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.

(d)   Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

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

24.7   Variations and Further Assurance

(a)   No amendment, variation or other change to this Agreement or the SLA shall be valid unless authorised in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule I of this Agreement. Such amendment shall be made in writing and signed by the duly authorised representatives of the Parties to this Agreement or the SLA.

(b)   Each Party to this Agreement or the SLA agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement or the SLA.

24.8   Severability and Waiver

(a)   If any provision of this Agreement or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLA or the remainder of the provisions in question which shall remain in full force and

effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

(b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

24.9   Compliance with Applicable Law

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Implementtaion Agency as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement.

24.10   Professional Fees

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

24.11   Ethics

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

24.12   Entire Agreement

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

24.13   Amendment

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule set out in Schedule I of this Agreement by mutual written consent of all the Parties.*[Please refer Section 2.12 of the Guidance Note for filling up of this schedule]*

25. GOVERNING LAW AND DISPUTE RESOLUTION

25.1 This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.

25.2 Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule V of this Agreement.

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

- Aggrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.

- The mediator shall use his best endeavours to conclude the mediation within a certain number of days of his appointment.

- If no resolution can be reached through mutual discussion or mediation within 30 days then the matter should be referred to Experts for advising on the issue.

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

- Aggrieved party should write to the other party on the failure of previous alternate dispute resolution processes within the timeframe and requesting for expert advisory. This is to be sent with a copy to the mediator.

- Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute

- The expert panel shall use his best endeavours to provide a neutral position on the issue.

- If no resolution can be reached through the above means within 30 days then the matter should be referred to Arbitration.

25.4 Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of New Delhi/ --------------------, India. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made

there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at *<insert city>,* India. Any legal dispute will come under the sole jurisdiction of New Delhi, India / state jurisdiction of *<insert state>*, India.

25.5   Compliance with laws: Each party will comply with all applicable export and import laws and regulations.

25.6   Risk of Loss: For each hardware item, Implementation Agency bears the risk of loss or damage up to the time it is delivered to the Implementation/Purchaser-designated carrier for shipment to Purchaser or Purchaser's designated location.

25.7   Third party components: Implementation Agency will provide all third party components solely on a pass-through basis in accordance with the relevant third party terms and conditions.

IN WITNESS WHEREOF the Parties have by duly authorized

Representatives set their respective hands and seal on the date first above

Written in the presence of:

WITNESSES:

Signed by:

(Name and designation) **For and on behalf of Purchaser**

(FIRST PARTY)

Signed by:

(Name and designation)

IMPLEMENTATION AGENCY

(SECOND PARTY)

(Name and designation) For and on behalf of Implementation Agency

Signed by:

26. SCHEDULES

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SCHEDULE I – CHANGE CONTROL SCHEDULE

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement ("**MSA**"), Project Implementation Phase, SLA and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Implementation Agency and changes to the terms of payment as stated in the Terms of Payment Schedule.

The Purchaser and IA recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The IA will endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and Purchaser or its nominated agencies will work with the Implementation Agency to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement and other documents except for the changes in SLAs for which a separate process has been laid out in Clause 11 of the SLA.

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

CHANGE MANAGEMENT PROCESS

a. **CHANGE CONTROL NOTE ("CCN")**

i. Change requests in respect of the MSA, the Project Implementation, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure A hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.

ii. The IA and the Purchaser or its nominated agencies, during the Project Implementation Phase and the Purchaser or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.

iii. It is hereby also clarified here that any change of control suggested beyond 25 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is

calculated on the basis of bid value submitted by the Implementation Agency and accepted by the Purchaser or its nominated agencies or as decided and approved by Purchaser or it Nominated Agencies. For arriving at the cost / rate for change upto 25% of the project value, the payment terms and relevant rates as specified in Annexure D shall apply.

b. Quotation

    i.   The IA shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the IA shall provide as a minimum:

1. a description of the change
2. a list of deliverables required for implementing the change;
3. a time table for implementation;
4. an estimate of any proposed change
5. any relevant acceptance criteria
6. an assessment of the value of the proposed change;
6. material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work

    ii.   Prior to submission of the completed CCN to the Purchaser, or its nominated agencies, the Service Provider will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the IA shall consider the materiality of the proposed change in the context of the MSA and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

c. Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the IA meets the obligations as set in the CCN. In case of recertification due to proposed changes, required cost will be borne by the party that initiated the change. In the event the IA is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the IA.

d. Obligations

The IA shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. IA will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. The cost associated with any hardware/goods/License for COTS product should not exceed the price quoted in the bidders proposal. Any costs associated with changes to Software specifications which can not be arrived at on the basis of the IA's proposal shall be mutually agreed to between the IA and the Purchaser.

[Note: Please refer to guidance notes with regard to method of calculation of Change Requests.].

SCHEDULE II - EXIT MANAGEMENT SCHEDULE

1   PURPOSE

1.1   This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management SLA.

1.2   In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

1.3   The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2   TRANSFER OF ASSETS

2.1   Purchaser shall be entitled to serve notice in writing on the IA at any time during the exit management period as detailed hereinabove requiring the IA and/or its sub contractors to provide the Purchaser with a complete and up to date list of the Assets within 30 days of such notice. Purchaser shall then be entitled to serve notice in writing on the IA at any time prior to the date that is 30 days prior to the end of the exit management period requiring the IA to sell the Assets, if any, to be transferred to Purchaser or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.

2.2   In case of contract being terminated by Purchaser, Purchaser reserves the right to ask IA to continue running the project operations for a period of 6 months after termination orders are issued.

2.3   Upon service of a notice under this Article the following provisions shall apply:

(i)   in the event, if the Assets to be transferred are mortgaged to any financial institutions by the IA, the IA shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Purchaser.

(ii)   All risk in and title to the Assets to be transferred / to be purchased by the Purchaser pursuant to this Article shall be transferred to Purchaser, on the last day of the exit management period.

(iii)   Purchaser shall pay to the IA on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.

(iv)   Payment to the outgoing IA shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.

(v)   The outgoing IA will pass on to Purchaser and/or to the Replacement IA, the subsisting rights in any leased properties/ licensed products on terms not less favorable to Purchaser/ Replacement IA, than that enjoyed by the outgoing IA.

3   COOPERATION AND PROVISION OF INFORMATION

3.1 During the exit management period:

    (i) The Implementation Agency will allow the Purchaser or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Purchaser to assess the existing services being delivered;

    (ii) promptly on reasonable request by the Purchaser, the IA shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Implementation Agency or sub contractors appointed by the Implementation Agency). The Purchaser shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Implementation Agency shall permit the Purchaser or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the Chairman, PIU to understand the methods of delivery of the services employed by the Implementation Agency and to assist appropriate knowledge transfer.

4 CONFIDENTIAL INFORMATION, SECURITY AND DATA

4.1 The Implementation Agency will promptly on the commencement of the exit management period supply to the Purchaser or its nominated agency the following:

    (i) information relating to the current services rendered and customer and performance data relating to the performance of sub contractors in relation to the services;

    (ii) documentation relating to Computerization Project's Intellectual Property Rights;

    (iii) documentation relating to sub-contractors;

    (iv) all current and updated data as is reasonably required for purposes of Purchaser or its nominated agencies transitioning the services to its Replacement Implementation Agency in a readily available format nominated by the Purchaser, its nominated agency;

    (v) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Purchaser or its nominated agencies, or its Replacement Implementation Agency to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its Replacement Implementation Agency (as the case may be).

4.2 Before the expiry of the exit management period, the Implementation Agency shall deliver to the Purchaser or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Implementation Agency shall be permitted to retain one copy of such materials for archival purposes only.

4.3 Before the expiry of the exit management period, unless otherwise provided under the MSA, the Purchaser or its nominated agency shall deliver to the Implementation Agency all forms of

Implementation Agency confidential information, which is in the possession or control of Chairperson, PIU or its users.

5   EMPLOYEES

5.1   Promptly on reasonable request at any time during the exit management period, the Implementation Agency shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser or its nominated agency a list of all employees (with job titles) of the Implementation Agency dedicated to providing the services at the commencement of the exit management period.

5.2   Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Implementation Agency to the Purchaser or its nominated agency, or a Replacement Implementation Agency ("*Transfer Regulation*") applies to any or all of the employees of the Implementation Agency, then the Parties shall comply with their respective obligations under such Transfer Regulations.

6   TRANSFER OF CERTAIN AGREEMENTS

On request by the Purchaser or its nominated agency the Implementation Agency shall effect such assignments, transfers, licences and sub-licences as the Chairperson, PIU may require in favour of the Chairperson, PIU, or its Replacement Implementation Agency in relation to any equipment lease, maintenance or service provision agreement between Implementation Agency and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Purchaser or its nominated agency or its Replacement Implementation Agency.

7   RIGHTS OF ACCESS TO PREMISES

7.1   At any time during the exit management period, where Assets are located at the Implementation Agency's premises, the Implementation Agency will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the Purchaser or its nominated agency and/or any Replacement Implementation Agency in order to make an inventory of the Assets.

7.2   The Implementation Agency shall also give the Purchaser or its nominated agency or its nominated agencies, or any Replacement Implementation Agency right of reasonable access to the Implementation Partner's premises and shall procure the Purchaser or its nominated agency or its nominated agencies and any Replacement Implementation Agency rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to the Purchaser or its nominated agency, or a Replacement Implementation Agency.

8   GENERAL OBLIGATIONS OF THE IMPLEMENTATION AGENCY

8.1   The Implementation Agency shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Purchaser or its nominated agency or its Replacement Implementation Agency and which the Implementation Agency has in its possession or control at any time during the exit management period.

8.2   For the purposes of this Schedule, anything in the possession or control of any Implementation Agency, associated entity, or sub contractor is deemed to be in the possession or control of the Implementation Agency.

8.3   The Implementation Agency shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

9   EXIT MANAGEMENT PLAN

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

   (i)   A detailed program of the transfer process that could be used in conjunction with a Replacement Implementation Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

   (ii)   plans for the communication with such of the Implementation Agency's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Purchaser's operations as a result of undertaking the transfer;

   (iii)   (if applicable) proposed arrangements for the segregation of the Implementation Agency's networks from the networks employed by Purchaser and identification of specific security tasks necessary at termination;

   (iv)   Plans for provision of contingent support to Purchaser, and Replacement Implementation Agency for a reasonable period after transfer.

9.2   The Implementation Agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

9.3   Each Exit Management Plan shall be presented by the Implementation Agency to and approved by the Purchaser or its nominated agencies.

9.4   The terms of payment as stated in the Terms of Payment Schedule include the costs of the Implementation Agency complying with its obligations under this Schedule.

9.5   In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.

9.6   During the exit management period, the Implementation Agency shall use its best efforts to deliver the services.

9.7   Payments during the Exit Management period shall be made in accordance with the Terms of

Payment Schedule.

9.8   This Exit Management plan shall be furnished in writing to the Purchaser or its nominated agencies within 90 days from the Effective Date of this Agreement.

SCHEDULE III - AUDIT, ACCESS AND REPORTING

1 PURPOSE

This Schedule details the audit, access and reporting rights and obligations of the Purchaser or its nominated agency and the Implementation Agency.

2 AUDIT NOTICE AND TIMING

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

2.2 The Purchaser or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Implementation Agency, a security violation, or breach of confidentiality obligations by the Implementation Agency, provided that the requirement for such an audit is notified in writing to the Implementation Agency a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Implementation Agency considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.

2.3 The frequency of audits shall be a (maximum) half yearly, provided always that the Purchaser or its nominated agency shall <u>endeavour</u> to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Implementation Agency. Any such audit shall be conducted by with adequate notice of 2 weeks to the Implementation Agency.

2.4 Purchaser will ensure that any 3rd party agencies (except CAG) appointed to conduct the audit will not be the competitor of Implementation Agency and will be bound by confidentiality obligations.

3 ACCESS

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

4 AUDIT RIGHTS

4.1 The Purchaser or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

(i) The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of Purchaser and documentation related thereto;

(ii) That the actual level of performance of the services is the same as specified in the SLA;

(iii) That the Implementation Agency has complied with the relevant technical standards, and has adequate internal controls in place; and

(iv) The compliance of the Implementation Agency with any other obligation under the MSA and SLA.

(v) Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the Implementation Agency.

(vi) For the avoidance of doubt the audit rights under this Schedule shall not include access to the Implementation Agency's profit margins or overheads, any confidential information relating to the Implementation Agency' employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the MSA.

5   AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

5.1 The Implementation Agency shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors who supply labour, services in respect of the services. The Implementation Agency shall inform the Purchaser or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.

5.2 REPORTING: The Implementation Agency will provide quarterly reports to the Chairperson, PIU / Steering committee regarding any specific aspects of the Project and in context of the audit and access information as required by the Purchaser or its nominated agency.

6   ACTION AND REVIEW

6.1 Any change or amendment to the systems and procedures of the Implementation Agency, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.

6.2 Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the Purchaser or its nominated agency and the Implementation Agency Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

7   TERMS OF PAYMENT

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

8   RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the Implementation Agency shall maintain true and accurate records in connection with the provision of the services and the Implementation Agency

shall handover all the relevant records and documents upon the termination or expiry of the MSA.

SCHEDULE IV - GOVERNANCE SCHEDULE

7.1 PURPOSE

The purpose of this Schedule is to:

(i) establish and maintain the formal and informal processes for managing the relationship between the Purchaser and the Implementation Agency (including the outputs from other Schedules to this Agreement;

(ii) define the principles that both Parties wish to follow to ensure the delivery of the Services;

(iii) ensure the continued alignment of the interests of the Parties;

(iv) ensure that the relationship is maintained at the correct level within each Party;

(v) create the flexibility to revise and maintain the relationship and this Agreement during the Term;

(vi) set out the procedure for escalating disagreements; and

(vii) enable contract administration and performance management.

7.2 GOVERNANCE STRUCTURE

1. Project Managers: The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.

2. Project Implementation Unit (PIU): Within 7 days following the Effective Date, Purchaser or its nominated agencies and the Implementation Agency shall each appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within 7 days of the substitution.

3. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.

4. The PIU will meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of Quarterly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues escalated in accordance with the escalation procedure as set out in the Governance Schedule; (iv) matters to be brought before the PIU in accordance with the MSA and the Schedules; (v) any matter brought before the PIU by the Implementation Agency under this Article; and (vi) any other issue which either Party wishes to add to the agenda.

5. In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the PIU any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as

stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.

7.3 GOVERNANCE PROCEDURES

7.3.1 The Implementation Agency shall document the agreed structures in a procedures manual.

7.3.2 The agenda for each meeting of the PIU shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the PIU, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.

7.3.3 All meetings and proceedings will be documented such documents to be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.

7.3.4 The Parties shall ensure as far as reasonably practicable that the PIU shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.

7.3.5 In order formally to submit a Disputed Matter to the aforesaid for a, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.

7.3.6 The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action as per the process mentioned in article 9.1

7.3.7 All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).

7.3.8 If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavours to reduce the elapsed time in reaching a resolution of the Disputed Matter.

SCHEDULE V - TERMS OF PAYMENT SCHEDULE

The following schedule would be followed for payment during the Project implementation:

S. No	Key Activities/ Milestones	Deliverables	Payment (%)
1.			
2.			
3.			
4.			
5.			

Key note:

➢

[This Schdule should also specify precisely what compensation is payable if it is terminated early. The amount of compensation payable will depend on the reason for termination. Early termination can be caused by Purchaser Default or Vendor Default].

27. ANNEXURE

ANNEXURE A – FORMAT FOR CHANGE CONTROL NOTICE

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorised by Purchaser	Date:	
Name:		
Signature: Received by the IA	Date:	
Name:		
Signature:		

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

Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorised by the Implementation Agency	**Date:**
Name:	
Signature:	

Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	

Rejected **Requires Further Information** (as follows, or as Attachment 1 etc.)	
For Purchaser and its nominated agencies	**For the Implementation Agency**
Signature	Signature
Name	Name
Title	Title
Date	Date

ANNEXURE B - LIST OF SERVICES PROVIDED BY THE IMPLEMENTATION AGENCY

Various services to be offered by the Implementation Agency will consist of:

i.   .

ii.   .

iii.   .

iv.   .

v.

Note:

➢ Purchaser will sign the end user license agreement for the software brought from any 3rd party for the purpose of this Project however Impelementation Agency shall be solely responsible to make payment for the cost of software to such third party software vendor.

ANNEXURE C –REQUIRED DELIVERABLE AND ASSOCIATED TIMELINES

Deliverable	Description of deliverable	Timelines (from signing of contract)
Project Initiation & Solution Design		
	•	
	•	
	•	
•		
•		
•		

ANNEXURE D - BID

1. TECHNICAL BID RESPONSE – EXTRACTED AS APPENDIX – A

2. FINANCIAL BID RESPONSE:

2a. Summary of Cost Components

S. No.	Item	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
Total Cost				
Total cost in figures:				

2b. Summary of Man-month rates

S. No.	Category of manpower	Man month rates
1.		
2.		
3.		
4.		

3. Details of Cost Component

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
1.					
2.					

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)
1.					
		….			
2.					
1.					
1.					
2.					
3.					
1.					
2.					
3.					
4.					
1.					
1.					

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)

ANNEXURE E – BILL OF MATERIAL

ANNEXURE F – ROLES AND RESPONSIBILITIES OF THE PARTIES

Roles and Responsibilities of Implementation Agency (Indicative only, needs to be customized)

1. Preparation of Detailed Project Plan in line with the overall plan provided in the RFP. The same should be prepared in consultation with Purchaser.

2. Procure,develop, install, commission, operate and maintain:

   a. Requisite hardware & system software at Purchaser's HQ, Data Center and other locations as per the requirements mentioned in this RFP

   b. Networking equipments, connectivity and LAN as per the requirements mentioned in this RFP,

   c. Meet the defined SLAs for the performance of the system.

3. Addressing technology obsolescence by appropriate upgradation, replacement and / or replenishment of systems deployed at various locations (data center, HQ and other locations).

4. Insure the entire hardware against the infrastructure deployed at various locations for the entire duration of the contract against vandalism, theft, fire and lightening.

5. Keep all system software i.e. OS, antivirus, office applications etc., for Servers, PCs etc. at Data Centre and various locations, up to date by installing regular upgrades / patches.

6. Rectification of system software problems due to crashing or malfunctioning of the OS, RDBMS or front end within the time limits to meet the SLAs as defined in RFP.

7. Develop / customize, deploy and maintain the requisite Software Solution as per the requirements of the Corporation at appropriate locations.

8. Ensure adequate security of hardware & software system from viruses, Trojan horses, spyware, worms, Denial of Service (DoS) attack, fire, flood, power outage, natural disaster, man made disaster etc.

9. Provide necessary support for the resolution of bugs, patches & upgrades of the software solution.

10. Provide necessary manpower for managing the Change Requests.

11. Design various manuals like User manual, Trouble Shooting manual etc. for the system.

12. Submit the source code of any Bespoke software development to the purchaser.

13. Provide computer basic skills training and advanced training on application modules to the staff members and stakeholders of the Corporation.

14. Maintain the business continuity, as per agreed business continuity plan.

15. Deploy requisite manpower and infrastructure for the digitization of the existing data.

16. Deploy the required manpower to manage the operations.

17. Ensuring the SLAs for downtime of system, software development / customization, procurement and delivery of hardware & networking equipments, errors in data entry as defined in RFP Voulme 1 are met.

18. Management and quality control of all services and infrastructure.

19. Any other services which is required for the successful execution of the project.
20. Regular Backup as per the schedule and Disaster Recovery.
21. Generation of MIS reports as per the requirements of Purchaser.
22. Generation of the report for the monitoring of SLAs.
23. Meet the defined Technical Specifications for the IT Infrastructure including Hardware and networking equipments keeping in mind the application and future requirements of the Corporation.

Roles and Responsibilities of Purchaser (Indicative only, needs to be customized)

1. Provide adequate space at the Purchaser's HQ for setting up of infrastructure, software development and other activities to be carried out by the Bidder.
2. Coordination between all the divisions for providing necessary information for the study and development / customization of the necessary solution.
3. Co-ordination with   other Government agencies to assist the selected bidder in execution of the project.
4. Coordinate with Bidder for conducting workshops for the Stakeholder departments.
5. Provide the data available in the form of physical files or existing databases to the selected bidder for digitization purposes.
6. Deployment of staff members of the Corporation for verification of the digitized data within the defined timelines.
7. Ensure that Data Backups are being taken regularly by bidder as per the schedule agreed upon.
8. Ensure that the hardware and other infrastructure deployed at HQ, DC etc. meets the specifications as mentioned in RFP and is maintained properly to meet the SLAs as defined in RFP.
9. Monitoring of overall timelines, SLAs and calculation of penalties accordingly.
10. Conducting User Acceptance Test (UAT) for the application solution deployed.
11. Issuing the Acceptance Certificate on successful deployment of the software application, hardware deployed, digitized data and for other components of the Scope of Work (wherever required).
12. Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.
13. To create internal capacity now for execution of the project after takeover from the bidder.
14. Ensuring the staff members and other stakeholders attend the training programs as per the schedule defined by the bidder and agreed upon by Purchaser.
15. Provide sign off on the deliverables of the project including SRS, design documents etc.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

-- having its office at -------------------------------- ---------------------------------- India hereinafter referred to as '***Purchaser***' or '*-----------------*', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>**,** a Company incorporated under the *Companies Act, 1956*, having its registered office at <***> (hereinafter referred to as '***the Implementation Agency/IA***' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

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

WHEREAS:

1.   Purchaser is desirous to implement the project of ------------------------.

2.   The Purchaser and Implementation Agency have entered into a Master Services Agreement dated <***> (the "***MSA***") as well as a Service Level Agreement dated <***> (the "***SLA***") in furtherance of the Project.

3.   Whereas in pursuing the Project (the "***Business Purpose***"), a Party ("Disclosing Party) recognizes that they will disclose certain Confidential Information (*as defined hereinafter*) to the other Party ("Receiving Party").

4.   Whereas such Confidential Information (*as defined hereinafter*) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

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

DEFINITIONS AND INTERPRETATION

1.1   Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the same meanings set out in Schedule I of MSA.

1.2 Interpretation

In this Agreement, unless otherwise specified:

(a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;

(b) use of any gender includes the other genders;

(c) references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

(d) references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

(e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(f) any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

(g) references to a **'business day'** shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <***> are generally open for business;

(h) references to times are to Indian standard time;

(i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3 Measurements and Arithmetic Conventions

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

1.4 Ambiguities within Agreement

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

(a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

(b) as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and

(c) as between any value written in numerals and that in words, the value in words shall

prevail.

1.5   Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the MSA and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the MSA and this Agreement, the provisions contained in the MSA shall prevail over this Agreement.

2.   TERM

This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information ("***Term***"), at which time it will terminate, unless extended by the disclosing party in writing.

3.   SCOPE OF THE AGREEMENT

(a)   This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential before or within (30) thirty days after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

(b)   Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

4.   OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

(a)   use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and

(b)   grant access to Confidential Information only to its employees on a 'need to know basis' and restrict such access as and when not necessary to carry out the Business Purpose.

(c)   cause its employees to comply with the provisions of this Agreement;

(d)   reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and

(e)   prevent disclosure of Confidential Information to third parties;

(f)   disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:

(i)   advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.

(g)   upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed.

Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.

(h)   not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.

(i)   exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

(j)   Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

5.   EXCEPTIONS TO CONFIDENTIAL INFORMATION

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

(a)   was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or

(b)   has become generally available to the public without breach of confidentiality obligations of the Receiving Party; or

(c)   was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure; or

(d)   is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt

notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

(e)   is disclosed with the prior consent of the disclosing party; or

(f)   was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or

(g)   the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

6.   OWNERSHIP OF THE CONFIDENTIAL INFORMATION

(a)   Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

(b)   By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

(c)   Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement.

(d)   Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

7.   DISPUTE RESOLUTION

[Please refer Section 2.12 of the Guidance Notes – Model RFP template for Implementation Agency to align this clause]

(a)   If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.

(b)   A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

(c)   During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this agreement. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified in Item 27. Any legal dispute will come under the sole jurisdiction specified in Item 27.

(b)   The Receving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8.   VARIATION

This Agreement may only be varied in writing and signed by both Parties.

9.   WAIVER

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

(a)   shall be in writing

(b)   shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(c)   shall be executed by a duly authorized representative of the Party; and

(d)   shall not affect the validity or enforceability of this Agreement in any manner.

10. EXCLUSION OF IMPLIED WARRANTIES

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

11. ENTIRE AGREEMENT

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

12. SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

13. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

14. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

15. SUCCESSORS AND ASSIGNS

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

16. NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Purchaser:

Attn: <***>

Tel:

Fax:

Email:

Contact:

With a copy to:

If to the Implementation Agency:

Attn. <***>

Phone: <***>

Fax No. <***>

17. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

19. MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the Purchaser and the Implementation Agency shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

20. REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The

Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED   SIGNED, SEALED AND DELIVERED

For and on behalf of the Implementation Agency by: For and on behalf of the Purchaser by:

(Signature)   (Signature)

(Name)   (Name)

(Designation)   (Designation)

(Address)   (Address)

(Fax No.)   (Fax No.)

In the presence of:

1.

2.

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20---- at <***>, India.

BETWEEN

-- having its office at ------------------------------
--------------------------------- India hereinafter referred to as '***Purchaser***' or '***Buyer***'**,** which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>**,** a Company incorporated under the *Companies Act, 1956*, having its registered office at <***> (hereinafter referred to as '***the Implementation Agency/IA***' which expression shall, unless the context otherwise requ ires, include its permitted successors and assigns).

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

WHEREAS:

1.   Purchaser is desirous to implement the project of------------------------.

2.   The Buyer and Implementation Agency have entered into a Master Services Agreement dated <***> (the "***MSA***").

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

1.   DEFINITIONS AND INTERPRETATION

1.1   Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out in Annexure A.

1.2   Interpretation

In this Agreement, unless otherwise specified:

      (a)   references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;

      (b)   use of any gender includes the other genders;

      (c)   references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

(d) references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

(e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(f) any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

(g) references to a '**business day'** shall be construed as a reference to a day (other than a Sunday) on which banks in the state of ------------ are generally open for business;

(h) references to times are to Indian Standard Time;

(i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3 Measurements and Arithmetic Conventions

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

1.4 Ambiguities within Agreement

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

(a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

(b) as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and

(c) as between any value written in numerals and that in words, the value in words shall prevail.

1.5 Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the MSA and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the MSA and this Agreement, the provisions contained in the MSA shall prevail over this Agreement.

2. STRUCTURE

This SLA shall operate as a legally binding services agreement specifying terms which apply to the

Parties in relation to the provision of the Services by the Implementation Agency to the Buyer and its nominated agencies under this Agreement and the MSA.

3. OBJECTIVES OF THIS SLA

The Implementation Agency shall be required to ensure that the Service Levels which shall ensure the following:

- (a) Improving the efficiency of operations for the Purchaser.
- (b) Leveraging the benefits in new system in order to:
  - (i) Reduce of manual records and replace with computerized standardized documents.
  - (ii) Infuse transparency in operations by enabling the stakeholders to have easy access to the records and provision of login ids and biometrics to infuse accountability in operations
  - (iii) Enable faster request processing in delivery of services with better turn around time.
  - (iv) Facilitate automated data transfer with state-wide connectivity to prevent unnecessary duplication & simplify preparation of registers and reports.
  - (v) Generate meaningful MIS from the system.
  - (vi) Provide inbuilt mechanism of security and quality control for crucial dealer data.

To meet the aforementioned objectives the Implementation Agency will provide the Service Levels in accordance with the performance metrics as set out in detail in this Agreement. Further this Agreement shall govern the provision of the contracted services of the Implementation Agency to the Purchaser and its nominated agencies after the Go-Live Date.

4. SCOPE OF SLA

This Agreement has been executed in relation to the outsourcing portion of the Project between the Parties. The detailed Service Levels have been set out in Annexure B to this Agreement.

This Agreement shall ensure the following:

- (a) Establishment of mutual responsibilities and accountability of the Parties;
- (b) Definition each Party's expectations in terms of services provided;
- (c) Establishment of the relevant performance measurement criteria;
- (d) Definition of the availability expectations;
- (e) Definition of the escalation process;
- (f) Establishment of trouble reporting single point of contact; and
- (g) Establishment of the framework for SLA change management

The following parties are obligated to follow the procedures as specified by this Agreement:

- (a) Buyer
- (b) Implementation Agency

5. AGREEMENT OWNERS

The following personnel shall be notified to discuss the Agreement and take into consideration any proposed SLA change requests:

	Title	Telephone	Email
Buyer	**Authorized Representative, Purchaser**	<***>	<***>
Implementation Agency	<***>	<***>	<***>

6. CONTACT LIST

In the event that there is any change in the listed contacts, the same shall be communicated and updated prior to such change occurring. The Single Point of Contact ("**POC**") for the Implementation Agency shall be <***> and will be available 24X7.

Name	Title	Location	Telephone
Buyer	**Authorised Representative, Purchaser**	<***>	<***>
Implementation Agency	<***>	<***>	<***>

7. PRINCIPAL CONTACTS

The Buyer and the Implementation Agency will nominate a senior staff member to be the principal contact regarding operation of this Agreement. At the date of signing of this Agreement, the nominated principal contacts are:

Buyer principal contact: _____

Implementation Agency principal contact: _____

8. COMMENCEMENT AND DURATION OF THIS AGREEMENT

Agreement shall commence on the date of Go-Live (hereinafter the "**SLA Effective Date**") and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this Agreement expires or terminates, which shall be a period of *<insert period of O&M>* years starting from *<the date of the Final Acceptance Test.>*

9. EXCLUSIONS TO THE AGREEMENT

This Agreement shall not govern the following services:

(a)   Consulting services; and

(b)   Implementation Agency's business processes not related to the Project.

10. TERMS OF PAYMENT AND PENALTIES

(a)   In consideration of the Services and subject to the provisions of the MSA and this Agreement, the Buyer shall pay the amounts in accordance with the Terms of Payment

Schedule of the MSA.

(b) For the avoidance of doubt, it is expressly clarified that the Buyer and/or its nominated agencies may also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the MSA as a result of the failure of the Implementation Agency to meet the Service Levels as set out in Annexure B of this Agreement, such sum being determined in accordance with the terms of the Service as set out in Annexure B of this Agreement.

11. UPDATING OF THIS AGREEMENT

(a) The Parties anticipate that this Agreement shall need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence they herby agree to revise the terms of the Agreement on an annual basis.

(b) The Parties hereby agree upon the following procedure for revising this Agreement:

(i) Any and all changes to this Agreement will be initiated in writing between the Buyer and the Implementation Agency, The service levels in this Agreement shall be considered to be standard for the Buyer and shall only be modified if both Parties agree to an appended set of terms and conditions;

(ii) Only the Buyer or the Implementation Agency may initiate a revision to this Agreement;

(iii) A notice of the proposed revision ("**SLA Change Request**") shall be served to the Buyer or the Implementation Agency as the case may be;

(iv) The SLA Change request would be deemed to be denied in case it is not approved within a period of <***> days;

(v) In the event that Buyer/Implementation Agency approves of the suggested change the change shall be communicated to all the Parties and the SLA Change request would be appended to the Agreement;

(vi) The Buyer shall update and republish the text of Agreement annually to include all the SLA Change Requests that have been appended to the Agreement during the course of the year. Such republished Agreement shall be circulated to all the Parties within <***> days of such change taking place.

12. DOCUMENT HISTORY

All revisions made to this Agreement shall be listed in chronological order as per the format set out below and a copy of the same shall be provided to the Parties:

Version	Date	Description of changes
<***>	<***>	<***>

13. SCOPE OF SERVICES

(a) The Implementation Agency shall ensure that Services are available at various

locations as per the requirements of the project;

(b)   The Implementation Agency shall provide support services for addressing problems related to the provision of services of the selected bidder through the POC. Such POC shall be available over telephone on <***> number 24 hours a day, 7 days a week

(c)   The Implementation Agency guarantees that he shall achieve the Service Levels for the Project;

(d)   The Implementation Agency shall be liable to Service Credits in case of failure to comply with the Service Levels. However any delay not attributable to the Implementation Agency shall not be taken into account while computing adherence to the Service Levels.

14.   PERFORMANCE REVIEW

The POC's of both the Buyer and the Implementation Agency shall meet on a quarterly basis to discuss priorities, service levels and system performance. Additional meetings may be held at the request of either the Implementation Agency or the Buyer. The agenda for these meetings shall be as follows:

(a)   Service performance;

(b)   Review of specific problems/exceptions and priorities; and

(c)   Review of the operation of this Agreement and determine corrective action to overcome deficiencies.

15.   REPRESENTATIONS AND WARRANTIES OF BUYER

The Buyer hereby represents and warrants to the Implementation Agency as follows:

(a)   it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

(b)   it has taken all necessary actions under Applicable Law to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c)   it has the financial standing and capacity to perform its obligations under the Agreement;

(d)   this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms thereof;

(e)   the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its

properties or assets is bound or affected;

(f)   there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;

(g)   it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Implementation Agency's ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.

16.   REPRESENTATIONS AND WARRANTIES OF THE IMPLEMENTATION AGENCY

The Implementation Agency hereby represents and warrants to the Buyer as follows:

(a)   it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b)   it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c)   this Agreement has been duly executed by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(d)   the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(e)   there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

(f)   it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality

which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(g)   it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

(h)   no representation or warranty by it contained herein or in any other document furnished by it to the Buyer or to any government instrumentality in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and

(i)   no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the Buyer in connection therewith.

17.   INDEMNITIES

The Parties agree to indemnify each other under this Agreement in accordance with the terms and principles set out in the MSA.

18.   DISPUTE RESOLUTION

Any dispute, difference or claim arising out of or in connection with the Agreement which is not resolved amicably shall be decided in accordance with the dispute resolution procedure as set out in the MSA.

19.   MISCELLANEOUS

(a)   **Assignment and charges**

This Agreement shall be binding on and enure for the benefit of each Party's successors in title. No Party shall assign, or declare any trust in favour of a third party over, all or any part of the benefit of, or its rights or benefits under, this Agreement.

(b)   Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at the State of ----------- shall have jurisdiction over matters arising out of or relating to this Agreement.

(c)   Waiver of sovereign immunity

The Parties unconditionally and irrevocably:

(i)   agree that the execution, delivery and performance by them of the Agreement constitute commercial acts done and performed for commercial purpose;

(ii)   agree that, should any proceedings be brought against a Party or its assets, property or

revenues in any jurisdiction in relation to the Agreement or any transaction contemplated by the Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of such Party with respect to its assets;

(iii)   waive any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(iv)   consent generally to the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

(d)   Variation

This Agreement may only be varied in writing and signed by both Parties.

(e)   Waiver

(i)   Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

- shall be in writing
- shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- shall not affect the validity or enforceability of this Agreement in any manner.

(f)   Exclusion of implied warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

(g)   Survival

(i)Termination or expiration of the Term shall:

- not relieve the Implementation Agency or the Buyer, as the case may be, of any obligations hereunder which expressly or by implication survive hereof; and
- except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or expiration or arising out of such termination or expiration.

(ii)   All obligations surviving termination or expiration of the Term shall cease on termination or expiration of the Term. *[In case the obligations have to survive for some period after closure of*

the project, the same may be mentioned]

(h)   Entire Agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

(i)   Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

(j)   No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

(k)   Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

(l)   Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Purchaser:

Attn: <***>

       Tel:

       Fax:

       Email:

Contact:

With a copy to:

If to the Implementation Agency:

Attn. <***>

Phone: <***>

Fax No. <***>

(m)   Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

(n)   Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

(o)   Mitigation

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the Buyer and the Implementation Agency shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

(p)   Removal of Difficulties

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED   SIGNED, SEALED AND DELIVERED
For and on behalf of the Implementation   For and on behalf of the Buyer by:
Agency by:

(Signature)   (Signature)
(Name)   (Name)
(Designation)   (Designation)
(Address)   (Address)
(Fax No.)   (Fax No.)

In the presence of:
1.
2.

ANNEXURE A – DEFINITIONS

Agreement	means this Service Level agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of the Purchaser as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Business Hours	shall mean the working time for Purchaser users which is 9:30 AM to 5:30 PM daily. Again for Web Server and other components which enable successful usage of web portals of, Purchaser, the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance;
Effective Date	shall have the same meaning ascribed to it in Clause 8;
MSA	shall have the same meaning ascribed to it in Recital 2;
Parties	means the Buyer and Implementation Agency for the purposes of this Agreement; "**Party**" shall be interpreted accordingly;
POC	shall have the same meaning ascribed to it in Clause 6
Project	shall have the same meaning ascribed to it in Recital 1;
SLA Change Request	shall have the same meaning ascribed to it in Clause 11 (b) (iii);
Service Level	means the level of service and other performance criteria which will apply to the Services as set out in the SLA parameters effective during the Term of this Agreement;
Term or Agreement Period	Means the duration of this Agreement as set out in Clause 8 of this Agreement.
Application Response Time	Defined as time the system takes to fetch requested (a form or a report) from the server.
Uptime	Uptime refers availability of application/system as per terms of SLA. "% Uptime" means ratio of 'up time' (in minutes) in a month to Total time (in minutes) in a month multiplied by 100; Time lost due to following reasons shall NOT BE counted in Uptime or TOTAL TIME while calculating Uptime requirement:

	(1)	the scheduled outages planned in advance for the Purchaser
	(2)	time lost due to power or environment failures(in case the back-up power is not within the scope of work of the SI)
	(3)	time lost due to damage or malfunction of the equipment or any of the units thereof due to causes attributable to the Purchaser, such as attachment of additional devices without permission of SI.
	The Implementation Agency shall not be responsible for failure of any Service Levels in accordance with this Agreement if such failure is caused due to reasons attributable to, or failure of the Purchaser to perform its or their obligations or for force majeure event.	

ANNEXURE B – SERVICE LEVELS

Additional input clause for SI agreement:

The penalty for non-achievement of SLA requirements shall be calculated on a *<quarterly/periodic>* basis as indicated below for all services to be provided:

S. No.		SLA non-compliance Range 1	Penalty Amount 1	SLA non-compliance Range 2	Penalty Amount 2	SLA non-compliance Range 3	Penalty Amount 3	n	n
1	SLA parameter #1								
2	SLA parameter #2								
3	SLA parameter #3								
4	SLA parameter #4								
...									
N									

The *<quarterly>* penalty indicated above should not exceed <12%> of the value of services (i.e. each line item) provided for that performance period.

The overall penalty for a service performance period should be limited to <10%> of the value of services provided for that performance period.

ANNEXURE C- **Sample Model Tripartite Agreement for Resale of Network Bandwidth**

DRAFT MODEL TRIPARTITE AGREEMENT (amongst .... (PURCHASER) .... (SUPPLIER) & .... (NETWORK SERVICE PROVIDER / SUB CONTRACTOR)
For providing network services and Internet Bandwidth

NOTE
  a. *This agreement is between three parties, Purchaser, Supplier and Network Service Provider for providing network services/ Internet Bandwidth when, the Purchaser/Nodal Agency is using the services of Network Provider under the contract with Supplier/ SI. This agreement is required in such case to abide with TRAI guidelines , which doesn't permit resale of network bandwidth*
  b. *This is a draft agreement format; final agreements needs to be signed between Purchaser, Supplier and Network Service Provider*
  c. *It is to be ensured by PURCHASER that:*
  ▪ *Prior to this agreement Contract agreement between PURCHASER and SUPPLIER has been signed.*
  ▪ *The Purchase Order on the same price and work, as quoted by SUPPLIER against the 'Network services, Internet Bandwidth) and Related Services' component of SUPPLIER LOA/CONTRACT has been/is to be signed between PURCHASER and NETWORK SERVICE PROVIDER.*
  d. *SLA format for including in the PURCHASER's Purchase Order to NETWORK SERVICE PROVIDER is given at the end of this document.*
  e. *This agreement does not endorse any agreement between NETWORK SERVICE PROVIDER and SUPPLIER*
  f. *The Responsibility Matrix may be modified depending upon specific works.*

MODEL TRIPARTITE AGREEMENT

This Agreement is entered on ....day of 20....<year> among ....<name of PURCHASER> constituted by and having its registered office at......................................(hereinafter called the "PURCHASER)", of the one part

AND
.... <name of SUPPLIER>, a company incorporated under the Companies Act 1956 and having its corporate office at .... SELECTED IT IMPLEMENTATION AGENCY (SUPPLIER) FOR ....PROJECT i.e., Party engaged by .... vide LOI No:.................................... and detailed order no. ....(herein referred to as the "Contract") for Supply, installation, integration, testing, commissioning and facility management service of System Integration Project covering software, hardware, field survey and networking (Network services, Internet Bandwidth) and Related Services incidental thereto as specified in the Services/ Scope of Work at Section 4 of the said Contract (hereinafter referred to as "**SUPPLIER or** ....(name of SUPPLIER) which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the second Part.

AND
....<name of NETWORK SERVICE PROVIDER (NSP)> a company incorporated under the Companies Act 1956 and having its corporate office at..., being a TELECOM SERVICE PROVIDER/NETWORK BANDWIDTH SERVICE PROVIDER for the referred .... PROJECT engaged for Providing ...., Network services, Internet Bandwidth and connectivity incidental thereto as specified in the Services/ Scope of Work in the agreement between .... (SUPPLIER) and .... (PURCHASER) (hereinafter referred to as "NETWORK SERVICE PROVIDER (NSP))" which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the third Part.
"...............(PURCHASER)", " ....(SUPPLIER)" and "........................NETWORK SERVICE PROVIDER (NSP))" are individually referred as "Party" and collectively as "Parties".

WHEREAS .... (PURCHASER), the party of the first part has contracted ....(SUPPLIER), the second party, for Turn Key Implementation of ....<Name of Solution> at ....<name of SUPPLIER> (hereinafter referred to as "The Project") vide its Contract No.......................................
WHEREAS as per the requirements of the project, ... (PURCHASER) requires these services for successful implementation of the project.

WHEREAS .... (SUPPLIER), in order to service its obligation under the above mentioned RFP to the full satisfaction of the PURCHASER, had proposed "......................(NETWORK SERVICE PROVIDER (NSP))" as a service provider vide their letter/ offer no dated and now agrees to associate with ....(NETWORK SERVICE PROVIDER (NSP)) for execution of the part of the order, to provide support services as detailed in the purchase Order (SUPPLIER) and/or indicated in ....<section> of this agreement to be the responsibility of ....(NETWORK SERVICE PROVIDER (NSP)), namely, related to required Bandwidth services for the project.

WHEREAS SUPPLIER has done the due diligence with respect to the capabilities, technical or otherwise, of ....(NETWORK SERVICE PROVIDER (NSP)) for providing the required type of connectivity and services within time frame, quality, security and reliability level as envisaged in the RFP / SRS before recommending their name.

WHEREAS the bid price quoted by .... (SUPPLIER) for networking (Network services, Internet Bandwidth and connectivity) and Related Services ("Service") at locations as specified in CONTRACT (hereinafter referred to as the "Locations") for the purpose of utilization by the ....(PURCHASER) and their respective subsidiaries and affiliates as specified in the CONTRACT No.................to ....(SUPPLIER) placed by ....(PURCHASER), is passed through to .... (NETWORK SERVICE PROVIDER (NSP)) in accordance with the bid proposal dated ....submitted to ....(PURCHASER) by ....(SUPPLIER), and the Terms & Conditions and SLA of ....(PURCHASER) with ....(NETWORK SERVICE PROVIDER (NSP)), for carrying out the networking and Related Services.

WHEREAS .... (NETWORK SERVICE PROVIDER (NSP)) has Category 'A' ISP license having its network spread across India.

The Purchase Order placed vide ..../to be placed by .... (PURCHASER) to .... (NETWORK SERVICE PROVIDER (NSP)) shall form an integral part of this agreement. .... (SUPPLIER), shall be responsible for (i) coordinating /entering into a tripartite agreement with the NSP along with the Purchaser (ii) getting the work executed by the NSP as per the Contract for Bandwidth as well as SLA's (iii) the replacement, if any, of the NSP without changing any penalty/LD criteria. However the new NSP has to meet the qualification criteria. Any breach or failure to fulfil the obligations as mentioned in the Tripartite Agreement which has a material impact on the performance of the Contract shall be treated as a breach of the terms of 'The Contract'.

WHEREAS by virtue of this agreement, the parties.............. (SUPPLIER) and .... (NETWORK SERVICE PROVIDER (NSP)) bind themselves to the terms & conditions that are embedded in the contract between the first two parties.

Now these presents witness and it is hereby agreed by and between the parties hereto as follows:

1. APPLICATION
This Agreement details the general terms and conditions for the provision of the Services to be rendered by .... (NETWORK SERVICE PROVIDER (NSP)) [as per CONTRACT placed vide..../to be placed by PURCHASER] and by ....(SUPPLIER) [as per CONTRACT No. ....with .... (PURCHASER)]. Upon signing the scope, duration and other services to be so rendered under this Agreement the parties agree to accept and be bound by these terms and conditions.

2. PROVISION OF SERVICE
i. The provision of the Services is subject to these terms and conditions stated in this Agreement. Where .... (NETWORK SERVICE PROVIDER) shall accept the Order from....................... (PURCHASER), ... (NETWORK SERVICE PROVIDER) shall provide the Services

required by............... (PURCHASER), and by .... (SUPPLIER) on behalf of.................. (PURCHASER), within a timeframe, quality, security and reliability level agreed with between .... (PURCHASER), ... (NETWORK PROVIDER) and .... (SUPPLIER). The SUPPLIER shall provide............. (NETWORK PROVIDER) with a complete network diagram of the set-up along with the details of connectivity at the Locations and services will be provisioned to the............. (PURCHASER) accordingly. It is the responsibility of SUPPLIER, to ensure and of .... (NETWORK SERVICE PROVIDER) to provide proper network monitoring and network management as per SLA like uptime, proper bandwidth etc. and to submit the SLA performance report of the .... (NETWORK SERVICE PROVIDER) to the .... (PURCHASER) on monthly/as and when required basis.

ii. The network links will be provided by.............(NETWORK SERVICE PROVIDER) and the SUPPLIER will monitor and report any problems on behalf of ....(NETWORK SERVICE PROVIDER) to ....(PURCHASER).

iii. Where it is necessary, due to materiel breach by the NETWORK SERVICE PROVIDER, the PURHASER shall instruct the SUPPLIER to replace the .... (NETWORK SERVICE PROVIDER) with another NETWORK SERVICE PROVIDER. In case of replacement of NETWORK SERVICE PROVIDER, the SUPPLIER shall terminate forthwith all agreements/contracts other arrangements with such NETWORK PROVIDER and find suitable replacement for such NETWORK PROVIDER to the satisfaction of the .... (PURCHASER) at no additional charge. The SUPPLIER has to execute the contract as per agreed schedule and SLA and as per contractual provision entered between PURCHASER and SUPPLIER.

iv. .... (SUPPLIER) shall ensure that Requisite Services from ....(NETWORK SERVICE PROVIDER) for project area (town) are available on time when its own system/works that are to be installed/ executed/implemented under PO no. ....with ....(PURCHASER), are ready for testing & commissioning.

v. The .....(NETWORK SERVICE PROVIDER) shall not use the establishments and services installed under this agreement for organizations other than ....(PURCHASER).

3. SERVICE TERM
The term of the Services is initially for .... years (as per CONTRACT) from the date of commencement of service, and if required, thereafter, shall be extended from time to time by written consent of the parties. The Service Commencement Date shall be set forth in accordance with the Purchase Order placed vide....../to be placed by ....(PURCHASER) on .... (NETWORK SERVICE PROVIDER).

4. TERMINATION OF SERVICE
The Termination of this Agreement and Services shall be as per provisions of Termination clause as appearing in main CONTRACT

5. RESPONSIBILITIES OF THE PARTIES

Responsibility of ....(PURCHASER)	Responsibility of ....(SUPPLIER)	Responsibility of ....(SUB-CONTRACTOR)
To monitor the project progress against time frame & quality and performance with , quality, security and reliability levels of required services as per agreement with............... (SUPPLIER) and .... (NETWORK SERVICE PROVIDER). To disburse the payment to the ...... (NETWORK SERVICE PROVIDER) upon achievement of the SLA on the basis of performance reports/ SLA reports. To provide safe access and conditions to .... (SUPPLIER) and (NETWORK SERVICE PROVIDER)'s employees or appointed personnel while in the premises	To arrange through a licensed network service provider, Network services, Internet Bandwidth and connectivity, incidental thereto as specified in the Scope of Work in the agreement between .... (SUPPLIER) and .... (PURCHASER). The Suppliers overall liabilities and responsibilities shall in no case be less or more than the liabilities as mentioned in the contract, with respect to 'The Project', executed between the Supplier and the Purchaser. Ensuring Timely execution of the part of the order related to required Bandwidth for the project. To provide .... (NETWORK SERVICE PROVIDER) with a complete network diagram of the set-up along with the details of connectivity at the Locations and services provisioned to the............. (PURCHASER) Proper network monitoring and	To provide Network services, Internet Bandwidth and connectivity, incidental thereto as specified in the Scope of Work as per CONTRACT placed by PURCHASER to .... (SUPPLIER) and (NETWORK SERVICE PROVIDER). To provide the Services (as per SLA) required by.................. (PURCHASER), and by...............(SUPPLIER) on behalf of .... (PURCHASER), within the timeframe, quality, security and reliability level agreed with between .... (PURCHASER), ... (NETWORK SERVICE PROVIDER) and .... (SUPPLIER). Not to use the establishments and services installed under this agreement for organizations other than .... (PURCHASER). To raise direct invoices against the works/services performed, as per the terms of the Purchase Order with PURCHASER.

network management as per SLA like uptime, proper bandwidth etc. and submit SLA report to the PURCHASER on monthly/as and when required basis. To monitor and report any problems on behalf of .... (NETWORK SERVICE PROVIDER). To ensure that the .... (NETWORK SERVICE PROVIDER) comply with all relevant and applicable provisions of the Contract. To obtain and arrange for the maintenance in full force and effect of all applicable government approvals, consents, licenses, authorizations , declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.	To ensure compliance of Indian Telecom regulation & statutory requirements while performing the works/services under this agreement. To obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.

6. INVOICE AND PAYMENT

i. ....(NETWORK SERVICE PROVIDER) shall raise direct invoices against the Requisite Services so rendered, as per the terms of the Contract and .... (PURCHASER) shall directly make the payment to .... (NETWORK SERVICE PROVIDER) based on the SLA report and confirmation made by .... (SUPPLIER).

ii. The other terms and conditions shall remain applicable as per ....(PURCHASER's) CONTRACT No.................. with .... (SUPPLIER).

7. DISPUTES WITH REGARDS TO INCORRECT INVOICING

Disputes with regard to incorrect Invoicing shall be governed by .... (PURCHASER's) CONTRACT No. ....with............. (SUPPLIER).

8. ACCESS TO PREMISES

.... (PURCHASER) shall allow or obtain the required permission to enable .... (NETWORK SERVICE PROVIDER) employees or authorized personnel, appointed distributors, agents or subcontractors to enter at all times during the normal working hours of .... (PURCHASER) into the premises where the Services are provided for periodical inspection with seven (7) days prior notice, installing, maintaining, replacing and removing equipment hardware and/or software prior to, during and after the provision of the Services, as well as to inspect the network and/or to the CPE or any other equipment used in or in connection with the Services. The .... (PURCHASER) shall render all assistance in this regard and shall provide safe access and conditions for .... (NETWORK SERVICE PROVIDER)'s employees or appointed personnel whilst in the premises. .... (NETWORK SERVICE PROVIDER)'s employees or appointed personnel shall comply with security and confidentiality policies and procedures while on the .... (PURCHASER)'s premises.

9. NOTICES

Any party may deliver notices to the other by personal delivery or by postal delivery at -
(PURCHASER)
....
(SUPPLIER)
....
(NETWORK SERVICE PROVIDER)
....
Notices shall be deemed delivered on the date of actual receipt.

10. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The agreement may be amended only in writing when it is signed by .... (NETWORK SERVICE PROVIDER), ...(SUPPLIER) and ....(PURCHASER).

11. MISCELLANEOUS

   a. The terms of this Agreement shall not be construed to constitute a partnership, joint venture or employer/employee relationship between the parties. This Agreement along with any other relevant document constitutes the whole of the agreement and understanding between the parties about the subject matter.
   b. In the event of any provision of this Agreement being held or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to

replace the deleted provision with a legally valid provision that reflects the same purpose of the deleted provision to the greatest extent possible.

c. Headings used in this Agreement are for the convenience and ease of reference only, and shall not be relevant to or affect the meaning or interpretation of this Agreement.

d. No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

e. Each Party shall obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.

f. The (NETWORK SERVICE PROVIDER) and .... (SUPPLIER) shall ensure compliance of Indian Telecom regulation & all other statutory requirements while performing the works/ services under this agreement.

12. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with Indian Law. Subject to arbitration provision stated hereinafter the Courts at Delhi shall have the jurisdiction.

13. ARBITRATION

Any disputes which may arise out of this Agreement, and which cannot be settled in discussions or negotiations between the Parties, shall be referred to the appropriate management or higher authorities of the respective parties to resolve such dispute in good faith. In case no settlement is reached the parties shall refer it to a sole arbitrator appointed and selected by parties. Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other subsequent modifications or enactments thereof. The venue for Arbitration proceedings shall be .... The Arbitration shall be conducted in English Language and the award shall be binding upon all Parties.

14. LIMITATION OF LIABILITY

Limitation & liability with respect to Main Agreement and also this Agreement shall be governed by .... (PURCHASER's) Contract with .... (SUPPLIER). For the sake of clarity the parties agree that this Limitation of Liability shall be a part of overall limitation of liability for the entire scope of work under the contract, with respect to 'The Project', executed between the Supplier and the Purchaser.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

SIGNED AND DELIVERED BY (on behalf of PURCHASER)   **in the presence of** ....

Signature ....

Name & Designation ....

Address ....

ARTICLE IV...

SIGNED AND DELIVERED BY (on behalf of SUPPLIER ....**)**

Signature ....

Name & Designation ....

Address ....

ARTICLE VI...

ARTICLE VIII

SIGNED AND DELIVERED BY (on behalf of SUB-CONTRACTOR.................**)**

Signature ....

 Name & Designation ....

Address ....

ARTICLE X...

Signature ....

Name & Designation....................

Address ....

ARTICLE V...

in the presence of ....

Signature ....

Name & Designation ....

Address ....

ARTICLE VII...

ARTICLE IX

in the presence of ....

Signature ....

Name & Designation ....

Address ....

ARTICLE XI...