Request for Proposal

Selection of System Integrator for Implementation & Maintenance of Central Registry Solution

Issued By:

Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)

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Definitions

S. No.	Term	Definition
1.	**Adverse Effect**	Material adverse effect on a) the ability of the Bidder to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of the Agreement for this RFP and/or b) the legal validity, binding nature or enforceability of Agreement for this RFP
2.	**Agreement**	Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexure, Schedules and the contents and specifications of the RFP
3.	**Applicable Law(s)**	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
4.	**Bidder**	The use of the term "Bidder" in the RFP means a System Integrator submitting a proposal in response to the RFP.
5.	**Bid / Proposal**	Offer by the Bidder to fulfil the requirement of the CERSAI for an agreed price. It shall be a comprehensive technical and commercial response to the RFP
6.	**Cloud Deployable**	Solution developed with a modular approach capable of dynamic scalability
7.	**Confidential Information**	All information including CERSAI 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);

S. No.	Term	Definition
8.	**Control**	In relation to any business entity, the power of a person to secure a) 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 b) 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;
9.	**Deliverables**	Products, infrastructure and services agreed to be delivered by the Bidder 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;
10.	**Effective Date**	The date on which the Agreement for this RFP comes into effect;
11.	**GoI**	Government of India
12.	**Insurance Cover**	a) Public liability insurance for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate b) 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. c) Product liability for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate. d) Workers compensation as required by law
13.	**Integrated Solution**	Software product & services required to satisfy the CERSAI's requirements
14.	**Intellectual Property Rights**	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);

S. No.	Term	Definition
15.	**Material Breach**	A breach by either Party (CERSAI or Bidder) 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;
16.	**Month / Week**	The Month shall mean calendar month & Week shall mean calendar week
17.	**Operating Cost**	Operating Cost is the cost incurred by CERSAI after the Go-Live of the Central Registry Solution on Quarterly/ Monthly basis.
18.	**Parties**	CERSAI and Bidder for the purposes of this Agreement and "***Party***" shall be interpreted accordingly;
19.	**Performance Bank Guarantee**	Guarantee provided by a Nationalized Bank in favour of the Bidder.
20.	**Project**	Project Implementation and Operations and Maintenance in terms of the Agreement;
21.	**Project Implementation**	Project Implementation as per the testing standards and acceptance criteria prescribed by CERSAI or its nominated agencies;
22.	**Replacement Bidder**	Any third party that CERSAI or its nominated agencies appoint to replace Bidder upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
23.	**Request for Proposal (RFP) / Tender Document**	Written solicitation that conveys to the Bidder, requirements for products/ services that the CERSAI intends to buy and implement
24.	**Required Consents**	The consents, waivers, clearances and licenses to use CERSAI's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that CERSAI or their nominated agencies are required to make available to Bidder pursuant to this Agreement;
25.	**Service Level**	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
26.	**SLA**	Performance and Maintenance SLA executed as part of the Master Service Agreement;

S. No.	Term	Definition
27.	**Software**	Software designed, developed / customized, tested and deployed by the Bidder 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 the product), proprietary software components and tools deployed by the Bidder;
28.	**SI**	System Integrator
29.	**Successful Bidder**	The bidder who is qualified & successful in the bidding process and is given the award of Work.
30.	**Third Party Systems**	Systems (or any part thereof) in which the Intellectual Property Rights are not owned by the CERSAI or Bidder and to which Bidder has been granted a license to use and which are used in the provision of Services;
31.	**UAT**	User Acceptance Testing

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1 Notice Inviting Tender

Date: 18/12/2015

Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI), having its Registered Office at 5th Floor, MTNL Telephone Exchange Building, 8,Bhikaji Cama Place, New Delhi – 110066, invites responses ("Proposals"/ "Bids") to this Request for Proposal ("RFP") from eligible Bidders to be appointed as System Integrator for Implementation and Maintenance of Central Registry Solution.

Interested bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP Document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Interested bidders to download the RFP document from the website URL mentioned in the fact sheet. Any subsequent corrigenda / clarifications will also be made available on the website URL mentioned in the fact sheet.

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.

A firm will be selected under Quality and Cost Based Selection System (QCBS) and procedures described in this RFP.

To obtain first-hand information on the assignment, Bidders are encouraged to attend a pre-bid meeting. Attending the pre-bid meeting is optional.

Sh. Anil Kumar Jain

DGM and Chief Operating Officer

CERSAI

2 Fact Sheet

Tender Inviting Authority	Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
Name of the Project Work	Selection of System Integrator for Implementation and Maintenance of Central Registry Solution
Tender Reference No.	CERSAI/RFP/2015-206
Place of availability of Tender Documents (RFPs)	1. Web site of Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI): http://www.cersai.org.in 2. Central Procurement Portal (CPP): http://www.eprocure.gov.in
List of Tender documents (RFPs)	Request for Proposal Document
Cost of Tender Documents	Rupees Twenty Five Thousand only (Rs. 25,000/-) To be paid by submitting a demand draft from any scheduled commercial bank drawn in favour of CERSAI, payable at New Delhi.
Earnest Money Deposit (EMD)	Rupees Thirty Lacs only (Rs. 30,00,000/-) To be paid by submitting a demand draft from any scheduled commercial bank drawn in favour of CERSAI, payable at New Delhi.
Address to send Pre bid Queries	Chief Operating Officer CERSAI 5th Floor, MTNL Telephone Exchange Building 8,Bhikaji Cama Place, New Delhi – 110066 Telephone Number: 011-26168574 Email: coo@cersai.org.in
Nature of bid process	Three stage bidding 1. Pre-Qualification 2. Technical Evaluation 3. Commercial Evaluation
Method of Selection	The method of selection is Quality and Cost Base Selection (QCBS). The weights given to the Technical and Commercial Bids are: Technical = 70% and Commercial = 30%
Broad Scope of Work	1. Solution Development 2. Private Cloud Hosting 3. Operations & Maintenance Support for (5yrs + 2yrs extendable)
Last Date & Time for Submission of written queries by bidders	28/12/2015 by 02:00 PM (Only questions received in writing or email by last date for submission of queries by Bidders would be discussed during the pre-bid meeting)
Date & Time of Pre- bid Conference	29/12/2015 at 02:00 PM
Place for Pre-bid meeting	CERSAI 5th Floor, MTNL Telephone Exchange Building 8,Bhikaji Cama Place, New Delhi – 110066
Last date and time for submission of bids	11/01/2016 at 02:00 PM

Opening of Pre-Qualification bids	11/01/2016 at 03:00 PM
Opening of Technical bid	To be informed later
Opening of Commercial bids	To be informed later
Address for communication	Chief Operating Officer CERSAI 5th Floor, MTNL Telephone Exchange Building 8,Bhikaji Cama Place, New Delhi – 110066 Telephone Number: 011-26168574 Email: coo@cersai.org.in

3 Introduction

3.1 About CERSAI

Central Registry of Securitisation Asset Reconstruction and Security Interest of India is a company licensed under Section 25 of the Companies Act, 1956. The Company is a Government Company with a shareholding of 51% held by the Central Government and the remaining held equally by 10 Public Sector Banks and the National Housing Bank.

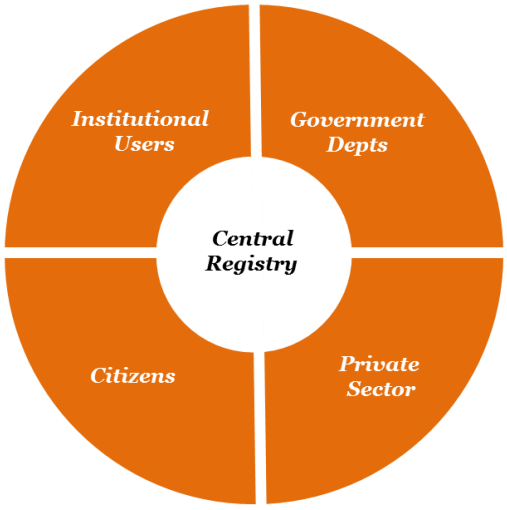
The object of the company is to maintain and operate a Central Registry for the purpose of registration of transactions of securitisation, asset reconstruction of financial assets and creation of security interest over property, as envisaged under Chapter IV of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act (SARFAESI Act, 2002).

In addition, to the SARFAESI Act, 2002, the Central Registry is also responsible for the registration of transactions under the Factoring Regulation Act, 2011.

Key stakeholders for the Central Registry are depicted below.

Institutional Users

- Banks
- Financial Institutions
- Debenture Trustees appointed by a Bank or FI
- Securitization Company (SC)
- Reconstruction Company (RC)
- Any other Trustee holding securitization on behalf of a Bank or FI
- Non-Banking Financial Companies (NBFCs)
- Factoring Companies
- Housing Finance Companies etc.



Other Government Departments

- AADHAR (Unique Identification)
- Land Records & Registration (SROs, IGRs etc.)
- Municipal Corporations
- City/Town Planning Authorities
- Company Information (MCA)
- Credit Bureau (CIBIL etc.)
- Vehicle Information (VAHAN)
- Personal Identification (PAN, Ration Card, Passport etc.)
- Other Registries (viz Patent & Design Registry, Depositories, IP, etc)
- Regulators (viz RBI, IRDA, NHB etc.)

Private Sector Agencies

- Organizations and Online Portals dealing in the Housing Sector
- Private Financial Service Providers

3.2 Project Background

The Central Registry has been operational since 2011. It is accessible online through its portal www.cersai.org.in. All institutions mandated to file transactions of creation of security interest use the portal for registration, modification, rectification, satisfaction of security interest and search and query (to ascertain the status of registration for a particular security interest against a specific property). The citizens also use the Central Registry to query information related to security interest on properties.

At present the Central Registry allows for filing of transaction of creation of security interest on immovable properties only, while going forward it proposed that the Central Registry may be required to register security interests in movables, intangibles, in addition to 'Agreement to Sell'.

The Central Registry Solution is currently implemented and managed by M/s Tata Consultancy Services for a period of 5 years, starting from 2011, which will come to an end in March, 2016. The present system has ably supported data entry from over 550+ institutions, including 1.90 Lac+ registered users accessing the system, conducting almost 1.50 Lac registrations per month and over 10,000 searches per day. The registry at present holds in excess of 14 million records. The existing system has been hosted in a DC-DR model from Noida (DC) and Chennai (DR).

In January 2014, a Legal Working Group constituted by CERSAI in collaboration with the World Bank Group (WBG) submitted a report to the Ministry of Finance on bringing the legal and regulatory framework for secured transactions in India on par with international best practices and thereby increase access to finance for under-served groups and improve efficiency and transparency of the financial sector in the country.

A significant recommendation of this Legal Working Group (supported by the Financial Sector Legislative Reforms Commission Report) was that CERSAI should expand its scope of services and become a true "Central" registry.

To achieve this, the Central Registry Solution will require additional functionality such as:

- Registration of Agreement to Sell
- Registration of security interests on movable assets, including intangibles like IPRs
- Registration of other types of mortgages
- Integration with other electronic registries such as State Land Registries and Central Government agencies such as Registrar of Companies, Aadhar, etc. and with Bank LOS / LMS and Credit Bureaus, State Sub-Registrar's Office, Central KYC Registry etc.
- Integration with other loosely coupled systems that are external to the Central Registry such as DRT/ DRAT/ Bank Recovery Office IT Systems, and Bank SARFAESI Case Monitoring Systems etc.

Considering the need to undertake a technology refresh, widen the scope of services for its members and integrate and exchange data and information with other stakeholders; CERSAI intends to modernise its Central Registry Solution.

For this purpose the following RFP is being issued.

3.3 Existing Central Registry Landscape

Component	Description / Details
Solution Access	▪ Online portal: www.cersai.org.in ▪ Financial institutions use both online entry and batch entry for registrations
Current System Integrator	▪ M/s Tata Consultancy Services (TCS) ▪ Current contract expires on 30th March, 2016
Hardware (eligible for buy-back)	Refer Annexure III of the RFP
Software	▪ IPR for current central registry is with CERSAI ▪ TCS proprietary software solution used for Search Utility (no source code will be available)

Component	Description / Details
Software Licenses (eligible for re-use) (details can be provided on request)	▪ Database solution from Oracle ▪ Security products from Symantec and TCS ▪ Mail messaging solution from Novell ▪ Reporting solution from Synaptris ▪ Application server solution from Red Hat
Helpdesk & Application Support	▪ 3 person L1 support helpdesk at CERSAI premises with dedicated helpline ▪ Available 12 hrs per day x 6 days of the week ▪ 5 person Technical Team (L2 / L3) for application support (8 hrs x5 days a week) ▪ 16 person (in 3 shifts) Technical Team at Data Centre and 3 person Technical Team at Disaster Recovery Centre
Facility Management Services at CERSAI Office	▪ LAN Management ▪ Desktop health check
Training Support	▪ Conduct stakeholder workshops and training sessions on functional and technical aspects
Available Documentation	▪ Business Requirements Document (SRS Equivalent) ▪ User Manual (available online) ▪ Registration Forms (available online) o User Registration Forms (Form A, B, C) o Mortgage Based Transactions (Form I, II, III, IV) o Bill Factoring (Form I & II)

3.4 Central Registry - Core Business Processes

The Central Registry has five (5) core processes which it drives to provides services to its stakeholders and meet the expectations as set out by the SARFAESI Act, 2002. These are:

1. Registration of Transactions
2. Modification of Security Interest Registered
3. Satisfaction of Security Interest
4. Rectification in matters of Registration, Modification & Satisfaction
5. Search & Query

A summary understanding of how these core business processes work in a typical loan / mortgage scenario is provided below.

3.4.1 Registration of Transactions

1. Customer approaches a FIs / banks requesting loan against a movable / immovable (including tangibles and intangibles), property / asset.
2. The FI / bank officer searches the asset details against existing database of records (hereinafter referred to as 'record') in the Central Registry.
3. After approval of the loan, the loan officer to make the necessary entry in the Central Registry.

4. During the 'Registration of Transactions' process, the asset details are again checked against existing records.
5. The record is submitted to the Central Registry and the system assigns a unique 'Security Interest ID' (for the registration) and 'Asset ID' (for the asset).

3.4.2 Modification of Security Interest Registered

1. In case of change in the terms and conditions of the security interest, the FIs / banks are required to file for 'Modification of Security Interest Registered' as per the provisions of the SARFAESI Act, 2002, and Factoring Regulation Act, 2011.

3.4.3 Satisfaction of Security Interest

1. Upon satisfaction of the terms and conditions of a security interest, the FIs / banks are required to satisfy the corresponding record of the security interest registered with the Central Registry.
2. In case the FIs / Banks fail to satisfy the pertinent record of security interest, the borrower can intimate CERSAI of such occurrence. CERSAI in such case will write to the lender to show-cause for not satisfying the security interest.
3. In case no reasonable justification is received from the lender, the Central Registrar orders a memorandum of satisfaction for the pertinent security interest.

3.4.4 Rectification in matters of Registration, Modification & Satisfaction

1. In case the FIs / banks ascertain omission and mis-statement in particulars of any registered security interest, the same is rectified after seeking approval from the Government of India for correction.

3.4.5 Search & Query

The search and query is at the heart of the Central Registry solution, as banks and financial institutions conduct a search of the records on the Central Registry to confirm whether the pertinent asset against which they may be extending finance is free of any encumbrances. In case there are encumbrances existing then the bank / financial institution will have the information required to make a suitable commercial decision.

1. Registered users (FIs / banks) and un-registered users (citizens) can conduct a search of the central registry electronically using the search and query functionality.
2. At present for immovable assets, the search is conducted on the registered address of the property.
3. In case of movables / intangibles, the search is proposed to be conducted on the particulars of the borrower
4. Some of the proposed search parameters include (but not be limited to):
    i) Security Interest ID
    ii) Registered Asset ID
    iii) Details of Borrower
    iv) PAN / Aadhar / other Unique ID Numbers
    v) GPS location (Latitude & Longitude) of an immovable asset (with defined parameters such as, within 500 mts of the Latitude and Longitude of the asset)
    vi) Locality based

vii) Other unique identifiers etc.

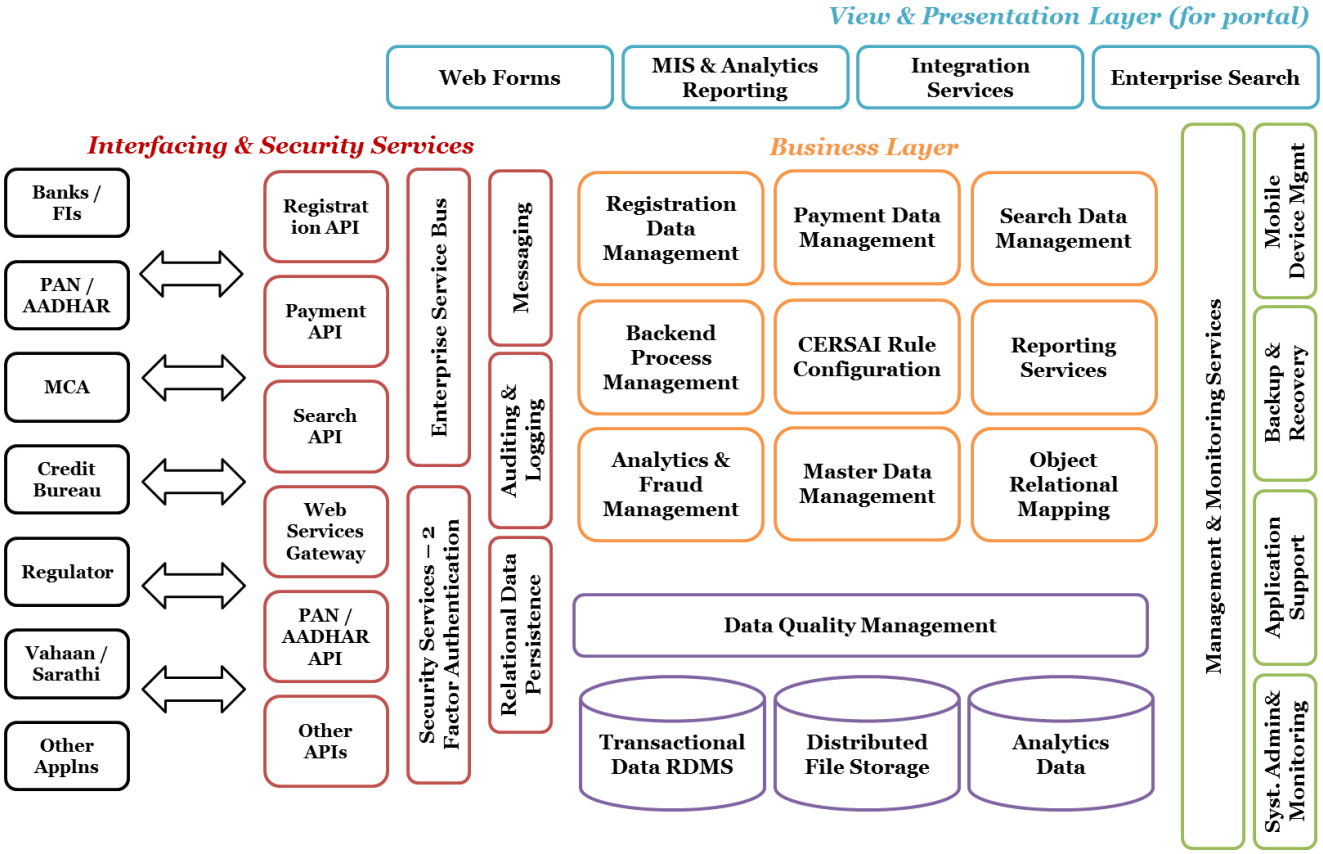
5. The system displays a list of probable results matching in the central registry to the users.

3.5 Vision for New Central Registry Solution

1. Need to have better search and query capabilities to inform and alarm user before registering transactions of presence of same or similar securities in the central registry database; so that FIs / banks do not become party to any fraudulent multiple financing of the security being offered.
2. Need to have better data integration, de-duplication and cleansing mechanism to ensure that correct data is stored systematically and can be indexed and searched in multiple ways.
3. Benefit from the changing technological advancements in application development and data analysis to allow CERSAI to widen its range of services to its stakeholders
4. Help CERSAI build a robust database of registered transactions to analyze and compute trends and business models for various industry, domain and compliance perspectives.
5. Allow for simpler, faster and easier registration mechanisms, allowing for minimal human errors and mostly machine to machine interactions.
6. Allowing CERSAI to connect and exchange data and information from various other sources of registrations such as Aadhar, PAN, Passport, Vahaan, Sarathi, SROs, and LRRs etc. to establish unique identity for registered entities.

3.6 Proposed Solution Architecture

Based on the current and envisioned services to be provided by the Central Registry the proposed solution architecture is represented below



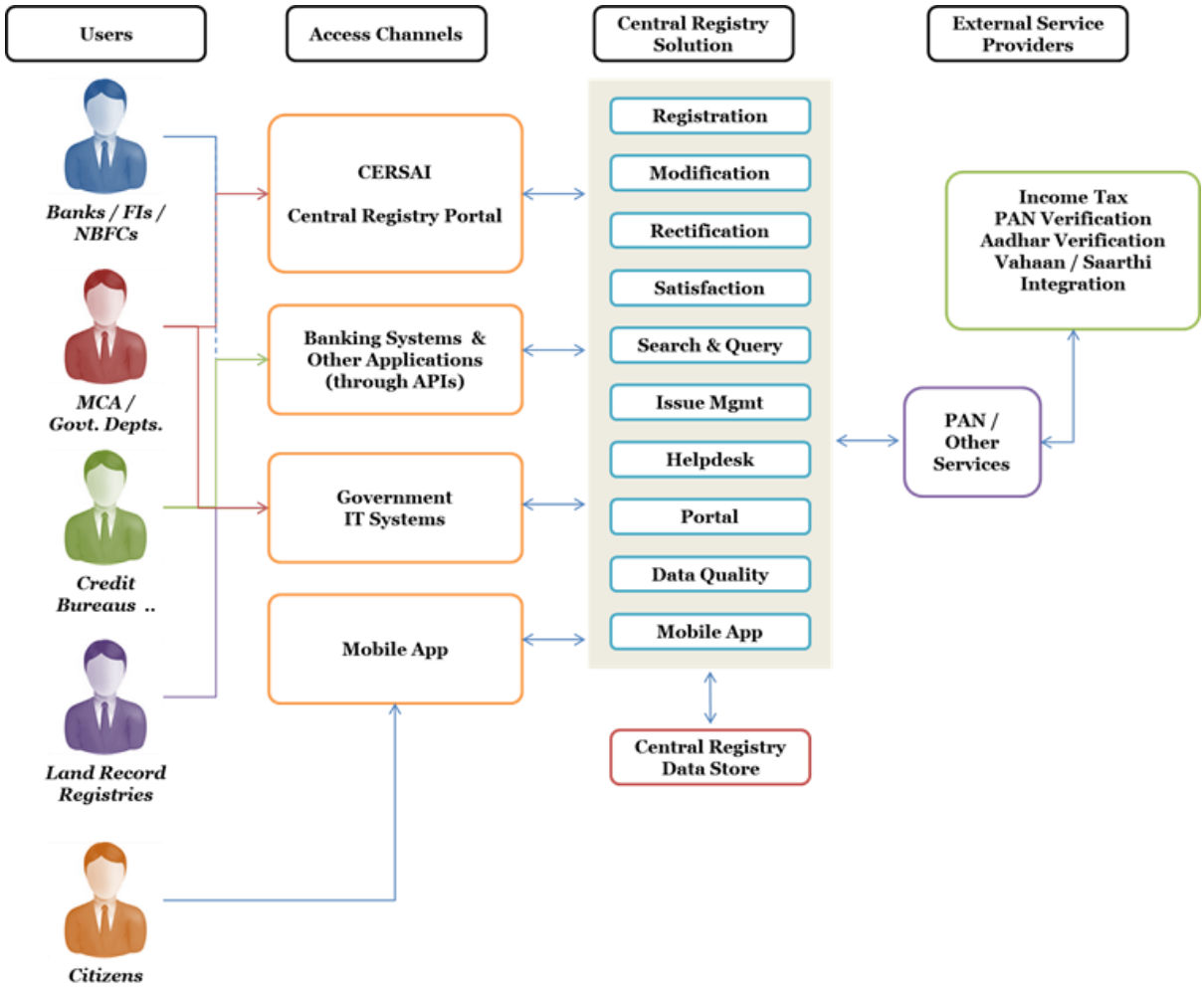
This solution architecture addresses the below requirements for the Central Registry Solution:

1. Integration approach with the possible Interfaces:
    i) API Gateway based integration
    ii) Web Service integration
2. Envisaged Interfaces:
    i) Banks /Financial Institutions / NBFC's LMS& LOS
    ii) PAN/AADHAR etc. national level database
    iii) Land Registry Applications
    iv) Vaahan and Saarthi
    v) MCA 21
3. The integration layer will be supported by 2 factor authentication for secured application access including (for FIs / banks):
    i) Username and password at the 1st layer
    ii) Digital signature authentication at the 2nd layer
    iii) The services integration will be enabled by a layer where services from different partner agencies will be interacting with the Central Registry Solution. A bridging logic, basic app logic execution and maintaining queue of messages, will be the basic scope for the layer.

4. Business Layer: Below components are envisaged to be forming the business layer for Central Registry Application:
    i) Registration data management – User and asset registration
    ii) Backend process management – Cash flow management etc.
    iii) Analytics and Fraud Management – Business analytics MIS on the transaction data
    iv) CERSAI Rule configuration – Rule based decision making
    v) Master Data Management – Migration and management of the master data
    vi) Search Data Management – Periodic Data cleansing to enable expected search outcomes (including GIS based search)
    vii) Reporting Services – Dynamic MIS reporting for all possible DB columns
5. The data store is proposed to be RDBMS considering the type of data exchange with the partner agencies. A content management solution will be planned in future based on the changed requirements
6. Management and Monitoring services – This section will include the system admin, App support, data management, mobile device management (MDM), SLA Monitoring, Helpdesk Support etc.

3.7 Proposed Functional Architecture

The diagram below depicts the proposed functional architecture for the Central Registry Solution.



The following can be identified as high-level functional requirements that are envisaged to be a part of the proposed Central Registry Solution.

3.7.1 Functional Requirements

1. Entity Registration
2. Registration of Transactions
3. Modification of Security Interest Registered
4. Satisfaction of Security Interest
5. Rectification in matters of Registration, Modification & Satisfaction
6. Search & Query
7. Credit Reconciliation

3.7.2 Technical Requirements

8. System Administration
9. User Administration
10. Master Data Management
11. Hierarchy Management
12. Work-flow Management
13. Business-Rule Management
14. Role based User Dashboard
15. Data Encryption
16. Security
17. Role-based Access
18. Digital Signature

3.7.3 Non-Functional Requirements

19. Data Quality Management
20. Integration with External Data Sources
21. Interoperability and Metadata Standards
22. Management and Monitoring Services
23. Issue Management
24. Helpdesk Interface
25. Payment Gateway
26. Mobile Enablement & SMS Gateway
27. Email
28. Geo-Tagging
29. Central Registry Portal
30. Central Registry Mobile App
31. Offline/ Online Forms
32. Content Management
33. Information Security Management Systems
34. Application Security
35. Cloud Services (IAAS / PAAS)
36. Security Requirements for Cloud Services

Details on the proposed Functional and Non-Functional Requirements are described in Annexure I of the RFP.

4 Scope of Services

The purpose of this RFP is to select a System Integrator for the implementation and maintenance of the Central Registry Solution for a period of five (5) years, post Go-Live and stabilization period; and with a possible extension of another two (2) years mutually agreed between the SI and CERSAI.

Summary of Scope of Services required from the SI include:

1. Project Planning
2. System Requirement Study & Design
3. Solution Prototyping
4. Solution Development
5. Solution Testing and Certification
6. Third Party Code Review
7. Data Migration & Central Registry Transition
8. Procurement of Private Cloud Hosting Services
9. Technical Helpdesk
10. Facility Management at CERSAI
11. Training & Capacity Building
12. Solution Maintenance
13. Program Governance
14. Solution Audit
15. Exit Management

4.1 Project Planning

1. The SI needs to prepare an Integrated Project Plan for the entire project. Project plan should provide a drill down all activities, to include tasks aligned in them, suitable responsibilities of teams involved, time schedule of deliverables and milestones, key assumptions and dependencies, associated risks and mitigation plans.
2. The prepared project plan should allow teams to track the progress of various deliverables and milestones, through the scheduled review mechanisms.
3. The acceptance of the Integrated Project Plan by CERSAI is necessary before proceeding to the next stage of the project.

Deliverable(s):

1. Integrated Project Plan
2. Project Plan Presentation to CERSAI

4.2 System Requirement Study & Design

4.2.1 Requirement Gathering & Analysis

1. Indicative functional and non-functional requirements (Annexure 1) provided in this RFP are for the purpose of reference only. SI needs to perform actual requirement gathering for the proposed solution.
2. The SI is required to conduct comprehensive discussions with CERSAI for further elaboration of the functional requirements from a systems perspective. The requirement gathering should cover (but not be limited to) workflows, business rules,

validations, regulatory / legal requirements etc. On the basis of the requirements gathered the SI is required to prepare an SRS document.

3. SRS document shall comply with the latest and most relevant IEEE standards.
4. The SI is also required to prepare a Requirements Traceability Matrix (RTM) to establish the design, development, testing and roll-out of various functionalities and non-functional requirements. It should include mapping of: BRD, FRS, SRS, LLD, Test Cases and Defects and Change Requests. The RTM will act as basis for analysis of change requests that may arise during the course of operations and maintenance of the solution.
5. The SI is required to get a sign-off / approval on the SRS document in order to commence the design stage of the project.

Deliverable(s):

1. Software Requirement Specifications (SRS)
2. Requirements Traceability Matrix (RTM)

4.2.2 Solution Design

1. The SI shall design the solution architecture and specifications to meet the requirements mentioned as part of this RFP. The SI shall be entirely responsible for the design and architecture of the system implemented to satisfy all requirements as described in this document and subsequently the detailed system requirement specifications as detailed by them, including sizing of the required infrastructure.
2. Solution architecture description provided in this document is for reference only and the Bidder is expected to provide the best solution which can address the requirements mentioned in this RFP.
3. The system architecture for the integrated solution shall be designed, developed & delivered as per following:
    i) General Guidelines
        - The solution design should be based on open industry standards and protocols.
        - The solution should be centrally deployed and globally accessed.
        - The solution should provide global interoperability ('Global' refers to interoperability across OEM platforms), scalability, stability, and resiliency.
        - The solution should be developed on the principles of Service Oriented Architecture (SOA).
        - The solution should be modular, scalable and flexible as a true 'Cloud Deployable' solution.
    ii) Application
        - The solution design should be at least 3-tier services based architecture for all environments.
        - The solution design should focus on developing workflow and business transaction, rules management, configuration management, independently and loosely coupled.
        - The solution design should be done in such a manner that all components are loosely coupled; ensuring that the application components are treated individually and dependencies are reduced. The SI should ensure that

addition, removal, failure or update of one component has a minimum impact on other components.

- Effort should be made to develop components separately and then their integration/ interaction mechanism could be defined in a separate component.
- The SI should ensure that services should be written in such a way that they can be automated for testing. Test automation is necessary to ensure services can be upgraded, re-factored, etc. without breaking other services that use them. The SI should ensure that all services should be inherently versioned and all invocations must specify the version of service.
- The SI should ensure that new versions of services should be backward compatible with at least one or two previous versions so that users of the service can start using new version of the service without mandatorily making changes to their code.
- The solutions design should provide for service abstraction, to control what part of the service logic of a particular application needs to be private (hidden) and which parts need to be made public (consumable).
- The solution should not only be modular in nature, but be adaptive to converse with other technology components such as platforms and databases, complete with management suites or with the induction of adaptors and interfaces or even smaller bespoke solutions to support the same.
- All applications must take into account appropriate security, performance, efficiency and maintainability issues based on the functional, technical and non-functional requirements and the defined SLAs.
- The IPR for the Central Registry Solution would be with CERSAI.
- The ownership of the product licenses would be with CERSAI.
- Any products which would be part of the solution must be of the latest commercially available Indian version.
- Products must be supported in terms of upgrades, bug fixes, functionality enhancements and patches to cater to changes to statutory requirements by their respective developer organization for a period of not less than five (5) years from the date of procurement.
- Upgrade to new releases should not become mandatory for the next five years from the date of installation and OEM support should be made available on all deployed versions for the contract period.
- The solution must be supported by at least 'N-1' versions of any underlying products. This will be required in case some / other functionalities become non-functional upon deployment on the latest version, or in case a roll-back is required.

iii) Integration

- The solution design should include an 'integration framework' for both internal and external applications and services.
- The integration framework should be SOA enabled.
- The solution design should be designed in such a manner that clear input and outputs are defined in addition to clearly defined error codes.
- The solution should be IEEE compliant supporting asynchronous, synchronous and batch mode, (models of integration), web services, file

transfer, SMTP, Mobile (SMS) service delivery, API based integrations, push and pull integrations, published / subscribed methods such as Java Messaging Service, RSS etc.
- The solution should be UNICODE compliant

iv) Data
- Data will be owned, shared, controlled and protected as a corporate asset of the CERSAI.
- Data should only be accessed through application / interfaces for create, update and delete. There should not be any direct access to the data layer for users.
- The SI shall provide the details of data synchronization strategy both in batch mode and in real time.

v) Data Security
- The SI shall design the solution so as to maintain data security at the application, database, messaging and middleware levels.
- The SI shall design the solution meeting defined security strategies when the applications are accessed from outside the network or accessing resources outside the network.
- The SI shall design the solution to meet requirements of encryption and security for external transaction with partner network and systems.

2. Platform approach: Central Registry Solution should be built as a platform. The proposed solution as a platform is envisaged as a faceless system with 100% API driven architecture at its core. Open APIs designed to be used for internal and external purposes form the core design mechanism to ensure openness, multi-user ecosystem, and specific vendor/system independence.
3. Openness & Vendor neutrality: Adoption of Open API, Open Standards is of paramount importance for the solution to be lightweight, scalable and secure. Use of open APIs addresses two primary goals – loose coupling of components allowing independent evolution of each component without affecting the other, and having a vendor/provider neutral layer allowing use of one or more providers and replacement of a provider with another without affecting other parts of the system.
4. No Vendor lock-in and replaceability: While OEM products / solutions may also be used for building the Central Registry Solution, every component must be wrapped in a vendor neutral API so that at any time the OEM product can be replaced without affecting rest of the system.
5. As per GoI Policy on adoption of open source software, it is desired that the Bidders propose solutions based on open source technologies as far as possible. However, in case the Bidders propose closed source software, they are expected to provide justification for exclusion of open source technologies in their response.
6. Security and Privacy: The system should ensure privacy and data integrity but should disseminate data to authenticated and authorized users only. Security and privacy of data within Central Registry Solution has been foundational and is clearly reflected in CERSAI's strategy, design and its processes throughout the system.
7. Scalability: To achieve massive scale it is critical that technology choices are kept simple, open, multi-vendor, and standards based. Following are key considerations

that need to be followed at architecture level from the beginning to ensure technology scale:

i) Horizontal scale for compute and storage: The architecture must be such that all components including compute and storage must scale horizontally to ensure that additional resources (compute, storage, etc.) can be added as and when needed to achieve required scale. This also ensures that capital investments can be made only when required.

ii) Data partitioning and parallel processing: For linear scaling, it is essential that entire system is architected to work in parallel with appropriate data and system partitioning (including sharding).

iii) Loose coupling through open API and messaging: Use of X-86 hardware – Keeping entire system completely open without use of proprietary interfaces and technologies allows component level modifications when faced with scaling issues.

8. Modularity and Interoperability: The system design should be modular with clear separation of concerns at data storage, service and API layer. Adoption to Open Standards should work towards the singular goal of interoperability.
9. Manageability: The solution is expected to handle thousands of concurrent registrations and searches. It is inevitable that in such large scale compute environment, something or other fails regularly; be it a hardware failure, network outage, or software crashes. Assuming otherwise (that nothing fails) is naive and it is essential that the application architecture handles these failures well, be resilient to failures and have the ability to restart, and make human intervention minimal.
10. Reliability: It may be necessary to mainly ensure the following:
    i) Prevent processing of duplicate incoming files / data
    ii) Zero loss of data including transaction data and data at rest
    iii) Unauthorized alteration to the Data uploaded in the CERSAI Central Registry system should be prevented
11. Mobile Friendly: The Central Registry Solution is likely to be accessed increasingly on mobile devices such as mobile phones, tablets and other mobile devices. The proposed solution should be developed in such a manner that it is easily accessible on mobile devices, despite use various platforms / applications / browsers (such as Safari, Google Chrome etc.) for accessing websites / portals. The solution should be designed in such a manner that no functionality should be hampered, with reasons attributable to the access from mobile devices.
12. Data Driven Decision Making: All the decisions making in the system should be driven out of data and not on the basis of assumption. Lot more metadata needs to be attached with various data like property details etc. so that the appropriate decision can be taken. System should support this functionality.
13. Data distribution architecture: The system should be able to provide data on subscription-publication basis.
14. Based on the architecture principles and analysed functional requirements, the SI is required to prepare detailed design documentation for the project. The SI is required

to get a sign-off / approval on the design documents in order to commence the prototyping for the proposed solution.

Deliverable(s):

1. High Level Design (HLD)
2. Low Level Design (LLD)
3. Solution Architecture

4.3 Solution Prototyping

1. The SI upon completion of the system requirements gathering, analysis and design of the solution is required to develop a working application prototype to provide the users a systems perspective on the development of the actual Central Registry Solution.
2. The functional prototype should simulate the proposed application functionality.
3. The functional prototype should provide visualization of application entities - business objects and their attributes, and simulation of their behaviour via connection to appropriate UI entities.
4. The SI is required to get a sign-off / approval on the solution prototype in order to commence the development for the proposed solution.

Deliverable(s):

1. Functional Application Prototype

4.4 Solution Development

1. The SI shall carefully consider the scope of work and provide a solution that best meets CERSAI's requirements.
2. The SI should develop the Central Registry Solution with the below considerations:
    i) All components of the Central Registry solution, except 'Search & Query' should be developed using open source technologies (with enterprise support) meetings the requirements of open standards.
    ii) The 'Search & Query' component may be developed using customizable COTS solution (with enterprise support, in case of Open Source COTS).
3. COTS products (Configuration & Customization)
    i) COTS means Commercial off-the-shelf product(s). Any product quoted shall be treated as Commercially available Off-The-Shelf (COTS) product only if it meets the below requirements:
        - It is readily deployable with or without customization to suit the Central Registry Solutions' specific process requirements and does not involve developing the application from scratch or major significant developments in the product; and
        - Has been implemented for at least 10 organisations; and
        - Is implemented and maintained by at least 3 implementation partners other than the OEM of the COTS Software and each partner should have done at least one implementation. At least two of the implementation partners should have presence in India.

ii) The SI will be responsible for supplying the application, licenses, database and related software, integration tools and installing the same so as to meet CERSAI's requirements mentioned in various sections of this RFP.

iii) The SI shall provision for procurement of licenses in a staggered manner as per the indicative transaction volumes. However, the transaction parameters are computed based on certain assumptions and these assumptions might undergo a change which might impact the overall transaction volumes.

iv) The SI is expected to suggest the approach which can address this business eventuality when actual transaction volume is markedly different from that of indicative transaction volume.

v) The SI shall perform periodic audits to measure license compliance against the number of valid End User software licenses consistent with the terms and conditions of license agreements, volume purchase agreements, and other mutually agreed upon licensed software terms and conditions.

vi) The SI shall report any exceptions to license terms and conditions at the right time to CERSAI. However, the responsibility of license compliance solely lies with the SI. Any financial penalty imposed on CERSAI during the contract period due to license non-compliance shall be borne by the SI.

vii) The SI is required to submit the MAF as prescribed in Form XXIX: Manufacturer's Authorization Form.

viii) The SI shall also supply any other tools & accessories required to make the Solution complete as per requirements. The SI shall supply:

- Software & licenses
- Supply tools, accessories, documentation and provide a list of the same. Tools and accessories shall be part of the solution.
- Supply latest supported version of database software to support the solution and any other software, tools and bolt-on/add-on application.
- Product Documentation: Two sets of Product Documentation in hard copy and one soft copy to be supplied along with licenses and shall include but not limited to following:
    a. Technical manuals
    b. Installation guides
    c. User manuals
    d. System administrator manuals
    e. Toolkit guides and Troubleshooting guides

4. Bespoke (Custom Development)

i) The SI shall develop components / functionalities that are not covered within any product and are required to address the CERSAI requirements mentioned in this RFP.

ii) The Bidder shall supply the following documents along with the developed components:

- Business Process Guides
- Data Model Descriptions
- Sample Reports
- Frequently Asked Question (FAQ) guides
- Any other documentation required for usage of implemented solution

iii) IPR for the bespoke application and any customization done in off the shelf product shall lie with CERSAI.

iv) The SI shall implement a system for monitoring the SLAs. The SI shall ensure that the system addresses all the SLA measurement requirements and calculation of applicable penalties as indicated in the RFP.

5. The SI shall be responsible for installation of software, database, tools, and any other component required for making the solution successfully operational as per the requirements of CERSAI.
6. The system is to be a single-instance, centralized installation servicing the entire organization. The solution will be installed at the cloud data centre to be hosted by SI as part of this project.
7. Based on the approved design, the SI will undertake development of bespoke solution and configuration and customization of the COTS product. After completion of development, configuration, customization and integration of the solution, SI shall carry out a trial run.
8. If the need arises and the result is not up to the expectation of CERSAI, further reconfiguration will be done by the SI in order to close any gaps left in meeting the desired objective.
9. The SI needs to provide configuration, customization and installation reports to CERSAI. In case of any COTS products, the SI should follow disciplined approach (as per the best practice defined by the OEM) for configuration and customization which should not restrict CERSAI for any future upgrades to its solution.
10. The SI needs to develop a mobile app for the Central Registry Solution to cater to the needs of citizens' requirement to access the registry for search and query.
11. While the SI shall develop the application off-shore in their own development centres, key project resources should be available at all times during the duration of the project at CERSAI office.
12. Key Volumetric (based on last known data from CERSAI database)
    i) No. of registered users: 1.90 Lac+
    ii) No. of registrations per month: 1.5 Lac
    iii) No. of Search (both from banks and citizens combined): 10,000 per day
    iv) The registry at present holds in excess of 14 million records
    v) Estimated increase in number of transactions upon inclusion of registration of movables and intangibles: 10x
    vi) Estimated YoY growth in transactional data: 20% YoY
    vii) Current Peak concurrent application user (sessions): 10,000
    viii) Expected YoY growth of concurrent application users: 20%
13. Compliances to Standards:
    i) The portal component of the solution must meet the latest W3C Specifications.
    ii) Where ever applicable the portal must be in line with standards published by Department of Information Technology (DIT), GoI. These can be accessed at http://egovstandards.gov.in
    iii) The solution must comply with Guidelines for Indian Government Web Sites (http://egovstandards.gov.in/guidelines/guidelines-for-indian-government-web-sites)
    iv) The solution must be compliant to WCAG guidelines.

v) Information Security: ISO 27001 compliant
vi) Operational Integrity & Security Management: ISO 27001 compliant
vii) IT Infrastructure Management: ITIL / EITM specifications
viii) Service Management: ISO 20000 specifications
ix) Project Documentation: IEEE/ISO/CMMi (where applicable) specifications for documentation
x) RBI regulations for banking systems: https://rbidocs.rbi.org.in/rdocs/content/PDFs/GBS300411F.pdf

4.5 Solution Testing, Certification & Code Review

4.5.1 Planning for Testing

1. Once the SRS is approved and design has started, the SI would prepare all necessary Test Plans (including test cases), i.e., plans for Unit Testing, Integration and System Testing and User Acceptance Testing.
2. Test cases for UAT would be developed in collaboration with CERSAI domain experts.
3. The Test Plans also include planning for the testing to demonstrate the ability to integrate with 3rd party solutions. The Test Plans should also specify any assistance required from CERSAI and should be followed upon by the SI.
4. The SI should have the Test Plans reviewed and approved by the CERSAI's Management.
5. The SI is required to make all necessary arrangements for testing (integration, system, functional and user acceptance) including the preparation of test data, scripts where necessary; and procurement and setup of test environments for CERSAI including infrastructure, network connectivity and any other necessary equipment / hardware / infrastructure shall be the responsibility of the SI.
6. The SI is required to get a sign-off / approval on the Test Deliverables (Plan, Strategy, Designs and Specifications etc.) in order to commence the testing for the proposed solution.

Deliverable(s):

1. Test Plan
2. Test Strategy
3. Test Design
4. Test Case Specification

4.5.2 Solution Testing

1. Post unit testing of all components, the SI would conduct full-fledged integration testing, system testing and functional testing in accordance with the approved Test Plans. This would include exhaustive testing including functional testing, performance testing (including load and stress), scalability testing and security testing.
2. Functional testing will be led by the SI's domain experts. The SI shall also ensure full participation of CERSAI's domain experts during functional testing, including extensions. Making all necessary arrangements for testing including the preparation of test data, scripts if necessary and setup of test environment (across multiple

platforms) shall be the responsibility of the SI. The extensions are expected to include any proposed third party COTS solutions, Mobile App, mobile service delivery gateways for SMS and email messaging system for email.

3. The solution testing would be done on the private cloud hosting proposed to be procured for the roll-out of the solution. The SI is required to size all necessary requirements for the purpose of testing on the private cloud.
4. The SI shall provide complete support to CERSAI or their representatives at the time of user acceptance testing. It would be SI's responsibility to ensure that all issues raised during UAT are closed and signed-off from respective authority.
5. The SI shall create test reports from testing activities and submit to CERSAI. In addition, the SI shall prepare the required test data and get it vetted by CERSAI. The test data shall be comprehensive and address all scenarios identified in the test cases. Test Plans for UAT would be prepared by the SI in collaboration with CERSAI's domain experts. The SI will plan all aspects of UAT (including the preparation of test data) and obtain required assistance from CERSAI to ensure its success.
6. The SI has to perform load and stress testing of the solution on end FY 2019 load of business transaction volume. The SI shall take remedial action based on outcome of these tests. Post completion of the UAT in the staging environment, the SI shall conduct the load and stress testing on the production environment (Pre-Go-Live). Only upon successful approval of the load and stress testing, and third party IS audit of the production environment, shall the solution be eligible for Go-Live. Note: infrastructure to be procured as per the planned growth in any year. All results may be extrapolated to evaluate the ability of the infrastructure to provide for the requirements for the next three years.
7. The SI shall ensure that performance testing, load testing, security testing etc. other types of testing are done. The SI shall benchmark the results of performance testing of the solution with the results that they have published in their bid.
8. The SI is required to submit a certificate from the OEM to certify the implementation as well as to provide support for the entire contract duration. The entire support cost from the OEMs should be clearly stated in the proposal and included in the commercial bid. There must not be any additional charges / cost raised to CERSAI with regard to OEM support, for the entire duration of the project.
9. All major and minor releases to the solution / application will require multiple rounds of all kinds of testing. The SI needs to keep in perspective that they are required to factor for such releases for the duration of the project and quote appropriately in the commercial format.

Deliverable(s):

1. Test Execution Summary Reports
2. Defect Reports
3. Test Analysis & Risk Assessment
4. User Acceptance Reports
5. Test Log & Test Data

4.5.3 Third Party Code Review

1. The SI is required to get an annual Third Party Code Review done for the developed solution.

2. The 'Third Party' to conduct the Code Review should be the OEM for the development platform.
3. All costs related to the third party code review shall be borne by the SI.
4. The code review shall include but not be limited to:
    i) Defect count starting UT till UAT
    ii) Functional coverage
    iii) Coding Standards compliance
    iv) Performance parameters being considered at all the tiers of the solution
    v) Modularity being maintained
    vi) Batch job scheduling and kick off parameters
    vii) Performance and load test results review
5. Planning for the Third Party Code Review needs to be done in consultation with CERSAI. The SI needs to update all relevant documentation and make available the latest source code for the purpose of third party audit.
6. The cost of conduct of third party code review needs to be borne by the SI.
7. The cost of rectification of any recommendations shall be borne by the SI.
8. All suggestions and recommendations that are required to be incorporated as a result of the third party audit shall be the responsibility of the SI.

4.5.4 Third Party Certifications

1. CERSAI intends to get the developed Central Registry Solution tested for functional, technical and operational requirements from STQC and CertIN empanelled vendors prior to Go-Live.
2. The cost of such certifications / testing will be borne by CERSAI, but the SI is expected to coordinate and support the vendors selected to conduct these testing and certifications.
3. All agreed observations, comments, suggestions, etc. as prescribed by these vendors will need to be incorporated in the solution by the SI at no additional cost.

4.6 Solution Documentation

1. The SI shall document all the installation and commissioning procedures and provide the same to the CERSAI within one week of the completion of the go-live.
2. Manufacturer's technical documentation on all devices used in the system including user manuals for configuring of switches, routers, etc. and their 'As installed' configuration shall be provided by the SI.
3. The SI shall be responsible for preparing process documentation relating to operation and maintenance of the solution. The process documents shall be formally signed off by CERSAI. The process documentation shall include, but not limited to the following:
    i) Backbone Services : Processes for managing the Central Registry - providing facility management services
    ii) Security Service process: Process for managing security services e.g., - Process for maintaining security components at the project location.
4. All documentation will be supplied both in Hardcopy and Softcopy format.
5. Each process document shall clearly define the roles and responsibilities, detailed steps for execution the defined task, detailed configuration steps etc.
6. CERSAI expects the SI to document the operations and management processes as per the ISO 20000-1:2011 or relevant latest standard as on date of publishing of this RPF.

7. The SI must ensure that complete documentation of Central Registry Solution is provided with comprehensive user manuals, and adhere to leading documentation practices/ guidelines. The following documents are the minimum requirements but not limited to:
    i) Detailed & Integrated Project Plan
    ii) Functional Requirement Specifications
    iii) Software Requirement Specifications
    iv) Requirements Traceability Matrix
    v) High Level Design, Low Level Design and Architecture / Design Documents
    vi) Detailed Test Plan including methodology, schedule, resources, tools, procedures, environment definition, test cases, and software test results
    vii) Communications Plan listing roles and responsibilities of stakeholders
    viii) Deployment manual, as applicable
    ix) Interface Control Document, documenting the interface characteristics of one or more systems and documents &agreements between interface owners.
    x) Systems Manual detailing the data structure, table, forms and report structures.
    xi) Operations Manual providing instructions for installing the application, troubleshooting, interpreting message logs, and FAQs (Frequently Asked Questions).
    xii) User Manual (both online and paper copies) providing detailed instructions on how to use the software.
    xiii) A Data Dictionary listing out all the data elements shall be prepared.
    xiv) Detailed documentation on Database Management specific to the project and the applications deployed.

4.7 Data Migration

1. Data migration from the 3rd party solutions will be in scope of the SI.
2. Responsibility & Ownership:
    i) The SI shall sign a non-disclosure agreement with CERSAI to protect the privacy of the information and data that is made available to SI during migration.
    ii) CERSAI shall have the complete rights over the migrated data and the SI shall not possess the CERSAI data, partly or completely.
    iii) The SI must take responsibility for parameter setting, entry of master data etc. The responsibility of data formats preparation for data collection for the application system will lie with the SI.
    iv) The SI must take responsibility for management of CERSAI's reconciliation of migrated data.
    v) Data shall be provided to the SI on an 'As-Is' basis in the electronic format as available. Any format change shall have to be done by the SI.
    vi) It is clarified that the ownership of data shall at all times remain with the CERSAI and SI shall be responsible to maintain complete confidentiality of the same.
    vii) The SI shall be responsible for all loss, inaccuracies, and discrepancies in data arising out of data migration.
    viii) The SI shall not charge any extra amount in the future for data migration once the financials have been agreed upon.

3. Data shall be migrated from the current application and media to the new application prior to the 'go-live' of the respective location. The SI may be required to undertake a first level data migration and subsequent, incremental data migration before Go-Live date.
4. The key data migration requirements will include (but not be limited to):
    i) Design the data migration & acceptance methodology and plan
    ii) Risk Identification and Mitigation Plan for Data Migration
    iii) Data mapping
    iv) Perform data cleansing for incorrect/ incomplete data
    v) Data migration
    vi) Corrections of the migrated data during Data Quality Assessment and Review
    vii) Obtain sign off on migrated data
5. On completion of the migration all data from current applications shall be available in the Central Registry Solution.
6. Data Cleansing & Mapping: The SI shall apply agreed criteria to source data to make it suitable for use in the new target system. The criteria may be applied automatically through some program or may be carried out manually. The key activities of the SI w.r.t. data cleansing shall include:
    i) Identify data cleansing needs and expectations
    ii) Clean up source data in current system
    iii) Format unstructured data in other systems
    iv) Run extracts and queries to determine data quality
7. Data Mapping & Cleansing: Since there would be significant difference between existing database table structures and database table structures of new application, there must be mapping done between existing tables and proposed tables and data be made compatible for migration into new tables. A comprehensive data mapping exercise must be undertaken by SI before embarking on data migration. A good data map will detail an in-depth cross-referencing of all mutual fields across the source system and the target system. It must include the following (but not limited to):
    i) Names of applicable to and from fields
    ii) Lengths and data types of these fields
    iii) Mapping of relationships between entities
    iv) Check on the constraints, unique fields and integrity checks
    v) Any logic involved in mapping such as string truncations or validations against any business rules.
8. The SI shall carry out validation of the data migrated into the Central Registry Solution. Data quality in the target system is to be assessed and detailed metrics are to be prepared for the migrated data. Any exceptions, errors found are to be resolved and the migrated database is to be signed off on by CERSAI.
9. The SI shall be responsible for migration of operational data as required, including financial transaction data such as ongoing transactions etc.
10. In the event of any gaps in data migration, SI shall discuss the same with CERSAI, document the findings and get it signed-off from CERSAI.
11. In the event of any data that cannot be migrated due to various reasons, SI shall provide alternate strategy with concurrence from CERSAI.
12. The SI shall develop the data conversion programs to convert CERSAI's current data (residing in systems) to the new format as required by business.

13. The SI shall run mock data migration tests to validate the conversion programs that have been written.
14. The SI shall validate the data before uploading the same to the production environment.
15. SI shall support in conducting the acceptance testing and verifying the completeness and accuracy of the data migrated from the legacy systems to the proposed solution.

Deliverable(s):

1. Data Migration Plan
2. Data Migration Acceptance Report

4.8 Central Registry Transition

1. Central Registry Transition refers to the transition from the existing system to the proposed Central Registry Solution.
2. The scope of work for SI will include:
    i) Ensuring all data has been successfully migrated from the previous systems
    ii) Ensuring adequate measures as backup in case of disaster / fall out of the proposed system.
    iii) Developing a transition plan from the old system to the new system
    iv) Ensuring adequate disposal / re-instatement of the old hardware, software licenses and other components.
3. At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to SI's scope of work, the SI shall be responsible to deliver services defined in scope and also maintain SLA requirements.
4. All risks during transition stage shall be properly documented by the SI and mitigation measures are to be planned in advance so as to ensure smooth transition without any service disruption.
5. The SI shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walk-through of the solution, handing over the entire software (including source code, program files, configuration files, setup files, project documentation etc.), addressing the queries/clarifications of the new agency, conducting training sessions etc.
6. The transition plan along with period shall be mutually agreed between the SI and CERSAI when the situation occurs.
7. The Central Registry Transition will be completed upon successful Go-Live of the proposed Central Registry Solution, with requisite approvals from CERSAI and / or competent authority.

4.9 Procurement of Private Cloud Hosting Services

4.9.1 Hosting Services

1. Private cloud hosting services are required during the pre-go-live phase of the project, to allow for various functional, performance and security testing of the developed solution; and subsequently for the full duration of the project to host the solution.

2. The Central Registry Solution should be private cloud hosted on a PaaS (Platform as a Service) Model. The Web, App and DB layers is required to be provisioned as PaaS.
3. The SI has to provide the private cloud hosting services for both data centres (Data Centre and Disaster Recovery Centre). The DC and DRC should be in different seismic zones in India. The DC and DR should comply with at least Tier III standard and should be compliant to TIA-942 norms.
4. The space allocated for hosting the infrastructure in the DC and DRC should be secure, and exclusively earmarked. There should be physical and logical separation (of space and networks) to protect data, applications and servers. It is required that CERSAI traffic be separated right from the ports at the ISP.
5. The SI shall also provide staff, technical and supervisory, in sufficient numbers to operate and manage the functioning of the DC and DRC with desired service levels. The SI shall be responsible for provisioning of the necessary underlying software, infrastructure, and datacentre services for deployment of the Central Registry Solution.
6. The infrastructure required for hosting the Central Registry Solution shall be provisioned as IaaS (Infrastructure as a Service) for COTS products from a cloud service provider. The license for COTS products will be owned by CERSAI.
7. For all other system software that is not procured as a service from the Cloud Service Provider, the SI shall procure, implement and maintain the same along with the ATS from the OEM as per the requirements in the RFP.
8. The SI shall be completely responsible for the sourcing, installation, commissioning, testing and certification of the necessary software licenses and infrastructure required to deploy the solution on the private cloud at the DC and DRC. The SI shall ensure that support and maintenance, performance and up-time levels are compliant with SLAs.
9. The SI shall be responsible for adequately sizing the necessary compute, memory, and storage required, building the redundancy into the architecture (including storage), and load balancing to meet the service levels mentioned in the RFP. While the initial sizing & provisioning of the underlying infrastructure (including the system software available as service) may be carried out for the first year; subsequently, it is expected that the SI based on the growth in the user load (peak and non-peak periods; year-on-year increase) will scale up or scale down the compute, memory, and storage requirements to support the scalability and performance requirements of the solution and meet the SLAs.
10. The SI is expected to carry out the capacity planning in advance to identify & provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution. There should not be any constraints on the services (ex, limit on sessions, blocking the non-critical services etc.) during the Peak Period.
11. The SI shall ensure that effective remote management features exist in solution so that issues can be addressed by the SI in a timely and effective manner. All technical specifications, documentation generated during design, installation and commissioning phase shall be provided to the CERSAI.
12. The public facing services shall be deployed in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer.

13. In addition to the production environment in the Primary DC, the SI should setup the development, staging (30% of the production environment) and training environments on the cloud at the primary data centre facility. The environments should be a miniature of the production environment. The environments should be a secluded environment in a different VLAN than the production environment and setup such that users of the environments are in separate networks.
14. The DC and the DRC should be in different seismic zones. The disaster recovery site shall have the similar environment (physical & IT), processes, and controls (security etc.) as that of the data centre. During normal operations, the data centre will serve the requests.
15. The Disaster Recovery Site will not be performing any work but will remain on standby. During this period, the compute environment for the application in DRC shall be available but with minimum possible compute resources required for a functional DRC as per the solution offered. The application environment shall be installed and ready for use. DRC Database Storage shall be replicated on an ongoing basis and shall be available in full (100% of the DC) as per designed RTO/RPO and replication strategy.
16. In the event of a site failover or switchover, DRC site will take over the active role, and all requests will be routed through that site. Application data and application states will be replicated between data centres so that when an outage occurs, failover to the surviving datacentre can be accomplished within the specified RTO. This is the period during which the compute environment for the application shall be equivalent to DC. The installed application instance and the database shall be usable and the same SLAs as DC shall be provided.
17. The use of this Full Compute DRC environment can be for specific periods during a year for the purposes of DC failure or DRC Drills or DC maintenance. The Database and storage shall be of full capacity and the licenses and security shall be for full infrastructure. The bandwidth at the DRC shall be scaled to the level of DC. Internal and external users of Central Registry Solution should be routed seamlessly from DC site to DRC site. SI shall conduct DRC trial for ten (10) days at the interval of every three months of operation wherein the DC has to be deactivated and complete operations shall be carried out from the DRC Site.
18. However, during the change from DC to DRC or vice-versa (regular planned changes); there should not be any data loss. SI shall clearly define the procedure for announcing DRC based on the proposed DRC solution. The SI shall also clearly specify the situations in which disaster shall be announced along with the implications of disaster and the time frame required for migrating to DRC. The SI shall plan all the activities to be carried out during the Disaster Trial and issue a notice to the CERSAI at least two weeks before such trial.
19. The proposed private cloud hosting services should allow for termination of dedicated leased lines from various institutions for peer to peer connectivity, in addition to the available modes of communication.
20. Expected data size is approximately 5 TB for the first year. Data is expected to grow at the rate of 20% per year. The data size is indicative. The SI shall carry out actual assessment at the time of project implementation.
21. The SI has to provide compliance undertaking for both DC & DR every year indicating the compliance to the Tier III standards. CERSAI may audit the facility to verify the compliance.

22. At no point in time during the duration of the project shall any data of the Central Registry be shared under any circumstances with any agency or government. Any requests for data from any agency or government should be immediately and compulsorily are intimated to CERSAI. The SI has to give an undertaking to this respect assuring, privacy, confidentiality, security and availability of data. Undertaking should be as prescribed in Form XXVII: Undertaking on maintenance of confidentiality of Central Registry data.
23. The SI has to provide DC and DRC services on private cloud considering all the application services being accessed from the DC should be accessed from DRC in case of non-availability of DC. Keeping all the security and performance parameter intact including the below services:
    i) RPO should be less than or equal to 15 minutes
    ii) RTO shall be less than or equal to 2 hours.
    iii) The key transaction data shall have RPO of 15 minutes. However, during the change from DC to DRC or vice-versa (regular planned changes); there should not be any data loss.
    iv) There shall be asynchronous replication of data between DC and DRC and SI shall be responsible for sizing and providing the DC-DRC replication link so as to meet the RTO and the RPO requirements.
    v) DRC Drill simulation exercise per month / quarter
    vi) DRC Drills per quarter
    vii) Every EoD code synchronization with DRC site
    viii) Monthly backups to be shipped to DRC
    ix) Monthly backup's restore testing results to be shared
    x) Shared Firewall and IPS traffic analysis daily reporting

4.9.2 Hardware & System Software

1. The SI (via the CSP) will have to procure, install, configure and commission central dedicated servers and other hardware and system software components, including network and security components at DC, as required for Central Registry Solution for its hosting and operation.
2. As private cloud is required to be provided by SI directly or through CSP, CERSAI do not intend to own any hardware, storage, networking and security components including operating system at any time during or at the end of the contract. Ownership shall remain with SI / CSP. COTS solution proposed to be in the name of CERSAI.
3. Infrastructure Requirements Study & Finalization of BoM
    i) The SI shall perform a detailed assessment of the requirements discussed in the RFP, the number of locations, users, transaction volumes and assess the infrastructure requirements for operationalisation of the Central Registry Solution and to provide the services in conformance with the SLA.
    ii) While assessing the core IT infrastructure requirements for the solution, the SI shall ensure that the proposed infrastructure supports the necessary performance requirements.
    iii) It is to be noted that the SI is required to perform necessary sizing of IT infrastructure required for implementation of Central Registry Solution and to maintain the performance of the systems in line with the SLAs provided in

the RFP. However, the system proposed by bidders shall ensure scalability and performance requirements

iv) During the entire duration of the project, if the performance of the system is affected on account of the installed hardware limitations, due to the rapid growth in the transaction volumes on the platform, the SI is required to augment the infrastructure at no additional cost to CERSAI (For e.g. Additional servers, storage space etc.).

v) The SI will do hardware sizing for COTS product (Search & Query) based on the guidance of COTS OEM to meet the performance requirement as specified in the RFP scope of work. The SI shall submit a certificate from COTS OEM on the adequacy of the hardware sizing.

4. Procurement of IT Infrastructure
    i) The SI (via the CSP) shall procure IT Infrastructure for the solution based on its needs assessment and Bill of Material quoted in the proposal for hosting the Central Registry Solution. The SI shall ensure that all the equipment supplied to the CERSAI is brand new and is free of any defect of any sort.
    ii) The hosting services supplied by the SI shall be subjected to a CERSAI audit to verify the compliance of infrastructure with the BoM and specifications provided in its proposal. Any gaps shall be addressed by SI at no additional cost.
    iii) The SI has to propose the Bill of Material for the optimum solution to meet the Service Level Agreement mentioned in the RFP.
5. CERSAI Website
    i) The SI shall design, host and maintain an integrated Web Portal for CERSAI employees, customers and citizens.
    ii) The SI will need to make suitable arrangements like procurement of web servers, registration of domain name etc. for hosting of the above (as applicable). SI must take this into consideration while proposing the BoM for the Central Registry Solution.
6. IT Infrastructure Installation & Operations
    i) The SI shall be responsible for operationalisation of the supporting IT infrastructure for Central Registry system at DC and DRC site.
    ii) The SI is required to make the solution perform on a turnkey basis for a period of 5 years with an optional extension of 2 years, based on mutual agreement between SI and CERSAI. In case the SI does not consider any hardware/software/system in the financial bid, which would hamper the performance as per SLAs mentioned in this volume, CERSAI would not be responsible. In such a case, the SI has to provide additional equipment/services, without any additional cost to the CERSAI.
    iii) The SI / CSP shall supply, install, configure and commission the servers and install system software for application deployment. All products should be supported by back to back support from OEM (where ever OEM is offering the same) for the entire duration of the project.
    iv) The SI shall submit validation/audit statement from OEM for the products that have been proposed for relevance and correctness with respect to their product.
    v) The SI has to develop and implement a data retention and archival policy in consultation with CERSAI.

vi) On deployment of the hardware and system software at the DC, the initial acceptance testing will be done by SI and a self-certification will be submitted by SI to CERSAI covering these parameters:
- Physical verification of equipment as per the agreed BoM with SI.
- Physical inspection of the equipment for any physical damage.
- "Power on self-test" for all equipment to ascertain that no equipment is dead on arrival
- Physical verification of software media, Licenses and documentation for warranty support
- All these testing would be done for hardware and software supplied for Development, Test and Production instances.

7. Apart from the above, the SI needs to submit a detailed Installation & Commissioning Report clearly indicating the installation of H/W, S/W, cluster configuration of servers, Network, O/S parameters Disks Layouts, RAID Configuration, Detailed Connectivity Diagram, details of all supplied software installation with key parameters etc. Without submission of detailed installation document, installation shall be considered as incomplete.
8. The SI needs to provision for 500 VPN connections coming from agencies to access the Central Registry Solution.

Deliverable(s):

1. Hardware and System Software Installation & Commissioning Report

4.9.3 Network Connectivity

1. The SI is required to provide for the following:

Location	Bandwidth	Accessibility	Network Hardware
Data Centre	To be sized by SI	Internet	▪ To provide Router and other networking & security equipment required to provide this connectivity. ▪ The routers should have all necessary hardware/software to enable connectivity and for it to provide the requisite information to NMS for reporting. ▪ Routers shall be installed for hardware redundancy with auto switch over configuration.
Disaster Recovery Centre	To be sized by SI	Internet	▪ DR Centre should support interfaces with all the project locations that are connecting to the Data Centre. ▪ Should not degrade performance of the network ▪ The routers should have all necessary hardware/software to enable connectivity and for it to provide the requisite information to NMS for

Location	Bandwidth	Accessibility	Network Hardware
			reporting.
CERSAI Office	To be sized by SI	Internet	▪ All necessary hardware/software to enable connectivity and to provide the requisite information to NMS for reporting. ▪ Any hardware should not be End of Sale or End of Support during the project duration. ▪ Internet connectivity

2. The SI shall be responsible for regular monitoring of bandwidth availability & utilization and generating reports at regular interval.
3. Security would be one of the important requirements of solution. The detailed scope of activities related to security under network is given below:
    i) Integration and configuration of all DC and corporate office location level security components of Central Registry network such as Firewall, Antivirus, and MDM etc.
    ii) Configure network management policies for managing all the network and security devices using network monitoring/management systems
    iii) Secure data transaction within Central Registry network
    iv) Secure access to the centralized applications
    v) Adherence to all security guidelines issued by CERSAI from time to time (as applicable).
4. The SI's responsibility would be to continuously manage a secure environment, monitor for malicious events, implement appropriate mitigating controls, integrate with the core IT environment and escalate appropriately in case of incidents or emergencies.
5. The SI shall be responsible for 24/7 security monitoring of Central Registry network.

4.10Technical Helpdesk

1. The system integrator shall establish and provide central helpdesk facility from CERSAI corporate office in Delhi. The System Integrator is expected to setup and operate the IT Helpdesk for a period of five years from the date of Go-Live, with extension of up to two years as agreed with CERSAI.
2. The following is the hours of operation of the Helpdesk :
    i) Operating Hours: 10 am to 7:00 pm
    ii) Days of the week: Monday to Saturday (excluding national public holidays and all second Saturday) and any other date and time as requested by CERSAI
3. The Helpdesk service will serve as a single point of contact for all application, hardware and network related incidents and service requests. The Helpdesk shall provide troubleshooting services including maintenance for overall system stabilization, defect resolution, solution maintenance, system administration, availability & performance issues, security administration, database administration, data archival administration, user administration and end-user problem resolution. The solution should also be capable of creating a Known Error Database (KEDB).

4. The operational support will have to be provided, through a suitable helpdesk system, to ensure that the solution is functioning as intended and that all problems associated with operation are resolved satisfactorily.
5. The helpdesk service is required in two languages – English and Hindi.
6. The SI is required to provide necessary channels for reporting issues to the help desk. The incident reporting channels could be the following:
    i) Specific E-Mail account
    ii) Two phone numbers, seating arrangement and electricity will be provided by CERSAI free of cost to SI. The SI needs to provision for converting these two phone numbers into multiple lines as required and also provision for any other hardware / software required for the same.
    iii) Portal – A web based functionality for service desk tool for registering incoming calls.
7. Implement a call logging system in line with the severity levels as per the SLAs.
8. CERSAI 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 related problems.
9. Creation of knowledge base on frequently asked questions to assist user in resolving basic issues themselves.
10. Services in this area include, but are not limited to, the following:
    i) Logging all the calls, classifying the calls and render first level support
    ii) Assigning the call for appropriate action, within the stipulated time.
    iii) Tracking the call till closure and ensure SLA adherence by service providers and vendors.
    iv) Generate reports on a daily, weekly and monthly basis. Generate exception reports.
    v) Provide the need-based ad-hoc reports.
    vi) Interact with CERSAI and Central Registry Solution users
    vii) Ensure adherence to escalation processes.
11. It is expected that successful Vendor shall bring his services desk tool at no additional cost to CERSAI. Vendor will integrate this tool with Enterprise Management System and Network Management System for auto ticket generation, call logging from users and tracking till resolution. The service desk tool should track SLAs as mentioned in this RFP. The service desk tool should:
    i) Comply with ITIL compliant service delivery.
    ii) Track & record help desk jobs. (Monitor Helpdesk effectiveness in real-time)
    iii) Have basic features for call management such as below,
        - Update & close jobs / Tickets
        - Place jobs / tickets on “Hold”
    iv) Have a ticket auditing facility which will give a history of the ticket
    v) Assign priorities to Jobs / Tickets. (This should assign as per the seniority & aggraded SLA model)
    vi) Specify & track target job completion status based on various factors as, Dates, Priority etc.
    vii) Services desk tool should have capability to categorize the jobs as per the structure of a problem ex: Server related problem should assign to hardware team.

viii) Service desk should have a "SLA" mapping / monitoring & tracking feature. (When a ticket is raised, Target Helpdesk calculates the most relevant service level agreement according to the issue and any asset identified)
ix) Record time and duration spent on each ticket.
x) Have facility to restrict specific functionality to certain operators.
xi) Have inbuilt "Escalation Matrix" which help for the notification purpose to operators & users about their tickets.
xii) Maintain Asset information.

12. Enterprise Management System apart from service desk setup should deliver the following:
    i) Utilisation monitoring and logging for network and all hardware components
    ii) Availability monitoring and logging for the applications and website
    iii) SLA monitoring for the SLAs defined in Annexure II
    iv) Network availability and monitoring for utilization and latency
    v) Application response time calculation at the Data Centre
    vi) Security event correlation tool
    vii) A unique Trouble Ticket Number should be created and assigned for any fault and using the same unique no. the history of call resolution and current status must be track-able. Threshold Alarms to be generated if the performance of the network degrades below a threshold value
    viii) The Tools should provide an online central console for on-line real-time monitoring of network availability and key network parameters like utilization, errors, and trouble ticket information, Service Levels etc.
    ix) Help Desk should be directly and automatically integrated with Network management System so that automated trouble tickets get generated through the Help Desk whenever Network management Software receives a qualified alert. Similarly when Network Management Software detects that the fault has been restored then the trouble ticket generated in Help Desk earlier should be automatically closed and history of the same ticket should be maintained for viewing.
13. The SI needs to provide the five (5) resources as Helpdesk agents for the duration of the project.
14. One of the above mentioned resources should be well versed with the network deployed at CERSAI corporate office. The same resource shall be responsible for other helpdesk activities also in addition to the network related resolution tasks.
15. The SI will also submit an escalation matrix to CERSAI on the procedure for resolution of different types of issues/error/bugs and implement the same
16. The helpdesk agents deployed by the SI should have the following minimum criteria:
    i) Graduate in any discipline
    ii) At least three (3) years of experience in Technical Support (software, hardware, network etc.) , Training & Handholding
    iii) Good knowledge of computer (MS Office, Word, Excel and Power Point) and Networking/LAN/Hardware functions
    iv) Good communication skills (oral as well as written)
    v) Good understanding in the components of Central Registry Solution deployed
    vi) Fluent with English and Hindi

4.11 Facility Management

1. The SI shall maintain and upgrade the network that needs to be used at CERSAI office location with 40 nodes to perform satisfactorily based on business requirements etc.
2. The 40 nodes at the project office will be inclusive of existing and new hardware, procured by CERSAI during the contract period.
3. The SI shall conduct regular health check of all hardware and components (such as desktops, antivirus, software versions etc.)
4. SI is expected to prepare the CERSAI office location for setting up the necessary client site LAN infrastructure. Site preparation at project location will include but not limited to:
    i) Prepare / validate detailed LAN layout plan and its deployment plan document.
    ii) Provisioning Local area network (LAN cables, LAN ports, screw, clamp and all other active and passive components for structured LAN etc.)
    iii) It should be noted that the SI shall procure all necessary equipment to run the LAN. In case, it is found that certain additional components are required that were initially not quoted, the SI shall procure and install the same at no additional cost to CERSAI.
    iv) There shall be strict compliance to all the requirements. Any non-compliance identified at any stage shall require the SI to rectify it at no additional cost to CERSAI. If the bidder is unable to do so, CERSAI may rectify it on its own and deduct the incurred cost in the payable to the SI.
    v) Provide AMC during the project duration for the LAN established
    vi) The SI shall submit a complete cabling system layout (as installed). The layout shall detail locations of all networking and security equipment and indicate all wiring pathways.

4.12 Training & Capacity Building

1. The following is included in the scope of work of SI:
    i) Development of Training plan and strategy
    ii) Preparation of training material including web-based CBTs – audio/video, presentations, Functional flow documents, FAQs, etc. and periodic updates to these artefacts.
    iii) Relevant training material hard copies to be provided to attendees.
2. Typical content of training (containing but not limited to):
    i) Session I: Introduction to Central Registry Solution
    ii) Session II: Functional Training
    iii) Session III: Technical Training
    iv) Session IV: Feedback
3. Training will be required for the following stakeholders:
    i) CERSAI officials
    ii) Financial Institutions and other government departments (Training to selected master trainers)
4. SI should nominate personnel who have the right mix of technical and domain experience to impart the training.
5. The estimated number of trainings (batches) are as provided below:

i) CERSAI: 5
ii) Financial Institutions: 100

6. Each training batch for financial institution would consist of at least 20 participants.
7. The SI is required to ensure continued training for CERSAI and other stakeholders during the tenure of project. For the initial two years, at least three persons to be dedicated for training activities which will cover the functional training, application related training, process details, etc. After two years a single person to remain dedicated for training. The expertise of the training person can be decided mutually between CERSAI and SI.
8. The SI is required to periodically update all training material and relevant documentation.
9. The SI is required to consider for cost of travel and accommodation of its officials to training venues across India in the cost for training. No other payment would be made for such expenses.
10. CERSAI will provide space for the training including projectors required.
11. Prepare Training Schedule: A detailed training schedule will be prepared by SI after consultation and approval from the CERSAI. Any updation in the training schedule shall require approval by CERSAI at least 30 days before the conduct of training.
12. The SI shall submit the training content to CERSAI for approval. It shall be submitted at least 20 days in advance before the conduct of the training. CERSAI will review and provide comments to SI on the training content within 7 days of the submission of draft training content. SI shall incorporate and implement changes suggested by the CERSAI in training delivery and content.
13. The training venue for carrying out the trainings will be provided by CERSAI.
14. Cost of travelling of participants for attending the training will be borne by CERSAI. However, the cost of trainer provided by SI for conducting the training shall be borne by SI.
15. SI is required to arrange for all equipment, software, hardware etc. required for the training, at no cost to CERSAI.
16. Providing hard copies of training material to participants shall be responsibility of SI and the cost for the same must be included in the training costs as proposed by bidder in their proposal (submitted against this RFP).
17. CERSAI shall be responsible for identifying the participants for the training.
18. Primarily the trainings need to be delivered in English. SI shall provide trainers who are also conversant with Hindi.

Deliverable(s):

1. Training schedule
2. Training content

4.13 Solution Maintenance

4.13.1 Web based SLA Monitoring Tool

1. The SI will customize a commercially available web-based SLA Monitoring Tool.
2. The SI shall implement the SLA Monitoring System to measure performance against each of the indicators listed under SLAs specified in the RFP. The SLA Monitoring System implemented by SI shall be reviewed by CERSAI before usage.
3. The SI shall ensure that proposed SLA monitoring system addresses all the SLA measurement requirements and enables calculation of eligible compensation to the SI on a quarterly basis, including the penalties as specified in the SLA.
4. The SLA monitoring tool should be able to monitor all the service levels defined in the service level agreement.
5. The proposed tool should provide comprehensive and end-to-end management of all the components for each service including network, systems, application and Infrastructure.
6. The proposed SLA monitoring tool should automatically document problems and interruptions for Central Registry Solution services and provide the consolidated violations as per the SLA
7. The proposed tool should allow changing the parameters of the measurement and should allow adding new SLAs on need basis.
8. SLA monitoring tool should enable CERSAI to have a unified view of the entire Central Registry Solution SLA.
9. The proposed tool should provide the following performance reports, in addition to SLA report.
    i) Executive Summary report
    ii) Capacity Planning report which provides a view of under-and-over-utilized elements.
    iii) Availability report
    iv) The tool should provide an integrated performance view for all the managed systems and networks along with the various threshold violations alarms in them. It should be possible to drill-down into the performance view to execute context specific reports.
10. The proposed tool should be able to monitor various operating system parameters
11. The proposed tool should provide self-monitoring wherein it will track critical status such as (but not limited to):
    i) CPU utilization
    ii) Memory capacity
    iii) File system space and other important data
12. The indicative services as part of this support are as below:
    i) System Administration, Maintenance & Management Services
    ii) Application Monitoring Services
    iii) Storage Administration and Management Services
    iv) Replication, Backup and Restore Services

4.13.2 Software Maintenance for Be-spoke Solution

1. The Central Registry Solution Maintenance and Support Services shall be provided for all components mentioned in this RFP or as part of Administrative orders / legal obligation by the SI.
2. The SI shall render on-site maintenance and support services (only at DC and DR) and off-site maintenance and support services from the CERSAI, Corporate Office premises in New Delhi.
3. The SI shall be required to provide operational & maintenance services for Solution including, but not limited to, production monitoring, troubleshooting & addressing the functionality, availability & performance issues, implementing any system change requests, addressing the incidents/problems raised by the users (via IT Helpdesk) for problems/bugs in the application etc.
4. The SI shall keep the application software in good working order; meeting the requirements defined by the CERSAI from time to time based on functional, administrative or legislative priorities, perform any changes and upgrades to applications as requested by the CERSAI.
5. Tuning of application, databases, third party software's and any other components provided as part of the solution to optimize the performance
6. SI shall perform (at no extra cost) all changes, bug fixes, different reports of CERSAI, error resolutions and enhancements that are incidental to proper and complete working of the application till the end of stabilization phase.
7. Updated SRS with the changes incorporated till stabilization will be considered as the baseline
8. All changes to the Central Registry Solution arising due to statutory, regulatory, legal and government will be implemented free of cost by the SI during contract period inclusive of hardware , software , networking and any supporting infrastructure.
9. The SI shall be responsible for the Release Management for the interim releases of the application
10. Centralized version control and configuration control of the application
11. The SI needs to provide for routine functional changes.
12. Any changes to the application code that may be required because of patches to licensed software being used (if any). The SI shall migrate all the current functionality to the new / enhanced version at no additional cost to CERSAI.
13. Updating and maintenance of all Central Registry Solution documents (including user manuals, training manuals etc.)
14. Change Request Management based on feedback from the users or the initiative of the SI. All planned changes to the application, especially major enhancements and changes in functionality post stabilization phase, shall be coordinated within established Change Control Processes.
15. The SI will define the Software Change Management and version control process and obtain approval for the same from CERSAI. For all proposed changes to the application, the SI will prepare detailed documentation including proposed changes, impact on the system in terms of functional outcomes/additional features added to the system, etc.
16. SI shall carry out the configuration of new CERSAI offices / CERSAI Service lines, new Acts / Sections, and any other configurable data entities in the system as required by CERSAI

17. The SI shall address all the errors/bugs/gaps in the functionality offered by solution at no additional cost during the operations & maintenance period.
18. For performing of any functional changes to system that are deviating from the signed-off Functional Requirements/System Requirements, a separate Change Proposal Form shall be prepared by SI and the changes in the software shall be implemented accordingly post stabilization. The time period for implementation of change shall be mutually decided between SI and CERSAI.
19. Any changes/upgrades to the software performed during the operations & maintenance phase shall be subjected to the comprehensive & integrated testing by the SI to ensure that the changes implemented in the system meets the desired and specified requirements of the department and doesn't impact any other function of the system. SI shall provide a staging environment for testing of changes/ updates/ patches before applying them on production environment.

4.13.3 Annual Technical Support (ATS) for COTS Products

1. CERSAI does not intend to own any software licenses for the duration of the project other than COTS products. As part of the project it is proposed that the SI bundles the various licensed software (other than COTS) as part of the operations and maintenance, based on the projected volumetric for the project.
2. All supplied software should be supplied with applicable OEM warranties and support (including back to back) for the entire duration of the project. During warranty period vendor has to provide updates and patches.
3. Annual Technical Support (ATS) will start from the date of acceptance of the installation. ATS should cover 24 x 7 escalation support from OEM for all software products on OEM letter head to be provided through Phone, Email or Onsite visit depending on the criticality and nature of the Problem. The support has to be ensured by the SI.
4. The SI must carry out any requisite adjustments / changes in the configuration for implementing different versions of Licensed Software.
5. Updates/Upgrades/New releases/New versions: The SI shall provide from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required. The SI must provide free upgrades, updates & patches of the software and tools to CERSAI as and when released by OEM. The SI will implement from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required after necessary approvals from CERSAI about the same. The solution should be compatible with at least N-1 version of the upgrade so as to ensure roll-back in case of any issues with the deployed versions.
6. The SI shall provide and apply regular patches to the licensed software including the software, operating system, databases and other applications.
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. Note: OEM may 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. SI is responsible for any exceptions to the terms and conditions.

8. The SI shall manage complete OEM's technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues. SI shall provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting.
9. The SI shall undertake regular preventive maintenance of the licensed software. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same shall be done as part of ATS.

4.13.4 System Administration, Maintenance & Management Services

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

1. 365x24x7 monitoring and management of the servers in the DC.
2. Regular monitoring of all the applications hosted.
3. Operating System administration, including but not limited to management of users, processes, preventive maintenance and management of servers including updates, upgrades and patches to ensure that the system is properly updated.
4. Installation and Re-installation of the server and other hardware in the event of system crash/failures.
5. Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices, etc. to identify vulnerabilities. Necessary Action shall be taken by the SI in accordance with the results of the log analysis. Suitable mechanism has to be maintained for security and forensic related logs or as per requirement of IT Act and that of other government regulations issued from time to time.
6. Adoption of policies and procedure, compliances, guideline or international standard as defined by the CERSAI.
7. Provide integration and user support on all supported servers, data storage systems, etc.
8. Troubleshoot problems with web services, mail services, applications software, desktop/server relationship issues and overall aspects of a server environment.
9. Problems shall be logged in at the Help Desk and resolved as per the SLAs defined.
10. Manage and monitor server configuration, performance and activity of all servers. Performance optimization and reporting - Process and Memory Management, Monitoring CPU performance, Monitoring Memory performance, Monitoring Input / Output performance, Monitoring Ethernet Traffic, etc.
11. Prepare and keep up to date document containing configurations of all server, IT infrastructure etc.
12. Hardening servers in line with security policies (ISO 27001:2005 information security control).
13. Carry out the DC and DRC failure testing and Quarterly BCP real drills.
14. Configuration of server parameters, operating systems administration and tuning
15. Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of

upgrades including migration to higher versions and patches to ensure that the system is properly updated.

16. Periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures
17. Perform Database Administration activities for Database. The SI agrees that all databases of the CERSAI will be administered as per standards and requirements. The service covers all the databases running on servers / SAN at DC including but not limited to:-
    i) Start-up and shutdown of databases.
    ii) Daily / Weekly / Monthly backup of databases.
    iii) Database recovery when required.
    iv) Weekly database recovery checks.
    v) Required logs maintenance as per policies of the CERSAI.
    vi) Disaster recovery as per polices of the CERSAI.
    vii) Documentation upkeep and records maintenance.
    viii) User account management.
    ix) Database problem resolution.
    x) Performance tuning.

4.13.5 Application Monitoring Services

The services to be provided by the SI for Application Monitoring which includes following but not limited to:

1. Web services
2. Application server
3. Database server
4. Middleware
5. Other components

4.13.6 Storage Administration & Management Services

The services to be provided by the SI shall include:

1. Installation and configuration of the storage system.
2. Management of storage environment to maintain performance at desired optimum levels.
3. Management of any changes to database schema, disk space, storage, user roles
4. Identify key resources in the Storage solution.
5. Identify interconnects between key resources in the Storage solution.
6. Identify the health of key resources in the Storage solution.
7. Identify the available performance of interconnects in the Storage solution.
8. Identify the zones being enforced in the Storage solution.
9. Create/delete and enable/disable zones in the Storage solution.
10. Identify the storage volumes in the Storage solution.
11. Create/delete/modify storage volumes in the Storage solution.
12. Identify the connectivity and access rights to Storage Volumes in the Storage solution.
13. Create/delete and enable/disable connectivity and access rights to Storage Volumes in the Storage solution.

14. To provide off- site storage of production data and Central Registry Solution on appropriate media at regular intervals as required by CERSAI.

4.13.7Backup and Restore Services

The services to be provided by SI shall include:

1. Backup of storage as per the defined policies.
2. Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by CERSAI.
3. Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
4. Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
5. Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets (onsite and offsite).
6. 365x24x7 support for file and volume restoration requests at the DC

4.13.8 User Profiles & Account Management

1. Routine functional changes that include user and access management, creating new report formats, and configuration of reports.
2. 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.
3. The SI shall perform user ID and group management services. The user-id naming & protocol shall be designed and implemented for all the user ids. Such naming convention and protocol shall be signed-off with the CERSAI.
4. The SI shall maintain access controls to protect and limit access to the authorized end users of CERSAI.
5. The services shall include administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, announcing and providing networking services for users and providing administrative support related to Central Registry Solution.
6. System administration tasks such as managing the access control system, creating and managing users etc.

4.13.9 Periodic Reporting

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

1. Updation of Documentation on successful completion of O&M operations for each quarter
2. Regular updation of all policies designed by SI for CERSAI
3. Updated system design documents, specifications
4. Latest source code, application deployment files, configuration files for entire solution Software change logs etc.
5. Corrective Action report in response to the any audit findings/ other concerns as identified by CERSAI

6. Monthly report on the central helpdesk centre operations
7. SLA Monitoring Reports

4.14 Program Governance

1. The project would require a close supervision and appropriate project control for successfully meeting the objectives and its timely completion. The following stakeholders / Committees / working groups are proposed for adequate program governance:
    i) Project Review Committee
    ii) Project Management Unit
    iii) Change Request Management Committee
2. Project Review Committee would provide a required level of advocacy for the project and also set directions which are acceptable to all stakeholders. The role of this committee would be to provide strategic direction to the project.
3. Project Management Unit (PMU) would comprise of a team of consultants who would be responsible for monitoring all the project implementation, operations and maintenance activities, on behalf of CERSAI, and provide status reports, action taken reports, risks, etc.
4. Change Request Management Committee would be responsible for addressing all issues related to proposed change requests by the SI. The committee would approve / reject (as case may be) all proposed change requests from the SI, following an appropriate Change Control Process defined in the RFP.
5. SI Project Manager: PM will serve as a single-point contact within the institutional framework for the purpose of project monitoring / reporting purposes and should be deployed by the selected SI. The PM will be responsible for day to day coordination between PMU and all implementation teams. PM will be responsible for all the activities within the project scope and will report to Project Management Unit / Team. They will be directly responsible for providing periodic project statuses, tasks schedule and action taken reports (ATRs).
6. Delivery Team: They will be the actual delivery team deployed by the SI and will work on all areas of the implementation phases. They may also constitute of various other teams as required for successful implementation
7. The SI shall form a project team comprising the following key positions:
    i) Program Director (for client engagement and project review)
    ii) Project Manager (for management of day to day operations of the project)
    iii) Solution Architect
    iv) Business Analyst (additionally would be the master trainer for the solution)
    v) Cloud Expert
    vi) Test Lead
    vii) Database Lead
    viii) Hardware & Network Lead
    ix) Security Specialist
    x) Domain Expert
    xi) Quality Assurance Expert (would help provide quality assurance to the project)
8. Project Review Meetings: The following will be required to be undertaken by the SI during the duration of the project:
    i) Weekly Status Review Meeting

ii) Monthly Project Review Meeting
iii) Defect Meetings (during major and minor release cycles)
iv) Issue Management Meetings (on need basis)

9. SI is required to prepare a detailed Action Taken Report for all meetings to ascertain and maintain a log of actions required and taken for successful project delivery.

4.15 Solution Audit

1. The SI is required to conduct a bi-annual Information Security Audit of the developed Central Registry Solution from Year 1 onwards.
2. At present CERSAI has conducted an IS Audit from a Third Party; recommendations of which need to be incorporated in the proposed Central Registry Solution. Cost of incorporation of these feedbacks needs to be borne by the SI. The Third Party will re-audit the system post the stabilization phase of the project, to ensure that all recommendations are complied with.
3. The SI should carry out an Information security audit on IT infrastructure including that of DC, DRC, gateway components of project locations and functional application audit in line with ISO-27001:2005 guidelines by a third party CERT-IN empanelled auditor and submit the report to CERSAI.
4. The SI should also close all vulnerabilities, observations & recommendations of such an audit and the cost of closure of all such audit vulnerabilities, observations & recommendations to be borne by bidder.
5. Functional audit should cover at least the following (but not be limited to):
    i) User Authentication:
        - Review of User Account Management
        - Privilege Management and Access Restrictions User ID Scrutiny and Evaluation
    ii) User Authorization:
        - Segregation of Duties
        - Evaluating Access Controls
        - Critical Access Review
    iii) Auditing & Logging:
        - Recording of security events for future investigations and access control
        - Change Management Review
        - Modifications done to the programs and the configurations
        - Segregation between the development and production
        - Testing process
        - Quality assurance
    iv) Configuration Management
        - Verification and evaluation of configurations relating to business processes
6. Information Security Audit of DC components, DRS components & gateway components of project locations in line with ISO-27001:2005 guidelines to cover at least following :
    i) Network mapping
    ii) Vulnerability assessment
    iii) Internal and external network penetration testing
    iv) Password cracking

v) Log review, incident response and forensic auditing
vi) Integrity checks
vii) Malware/Virus detection
viii) War dialling etc.

7. Scope of work also covers evaluating the confidentiality, safety & security of the data & servers, assess & strengthen the security posture of IT systems and networks for protection against external threats, by way of remote infrastructure security assessment, internal threats, by way of on-site infrastructure security assessment and integrated system threats, by way of application security assessment.
8. The SI is required to prepare an Audit Plan for the period of the duration of the project and subsequently update on need basis. Due approval on the IS Audit Plan is required from CERSAI for commencement of the IS Audit activities.
9. The IS Audit Report should include (but not limited to):
    i) Dates and Location(s) of audit
    ii) Audit components, including benchmarks for assessment
    iii) Summary of audit findings including identification tests, tools used and results of tests performed
    iv) Analysis of vulnerabilities and issues of concern
    v) Recommendations for action
10. Plan for inclusion / rectifications needs to be prepared by the SI
11. Upon rectification based on the recommendations, the IS Auditor will be required to re-audit the system to ensure that all recommendations accepted for inclusion are complied with.
12. The final report is to be submitted immediately upon completion of the activity. Presentations on the report, its findings, conclusions and recommendations need to be made to CERSAI's Management and to other audience, if required.
13. Confidentiality: All documents, information and reports relating to the assignment would be handled and kept strictly confidential and not shared/published/supplied or disseminated in any manner whatsoever to any third party.

Deliverable(s):

1. Information security Audit Plan

4.16 Exit Management

1. The Central Registry Solution is large project. The contract with the SI will be for a term of 5 years (from the date of Go-Live) and can be extended for a period of 2 years upon mutual agreement between CERSAI and the SI. Therefore, it is necessary to have a comprehensive transition and exit management strategy in place.
2. The scope of works for Exit Management include the following (but not be limited to):
    i) Detailed Transition Plan for solution, data and knowledge transfer to CERSAI and / or new vendor identified to continue the solution (or in case technology refresh is undertaken post completion of the duration of the project).
    ii) Detailed Exit Management plan to be prepared by SI to include:
        - Complete documentation for system, software and processes
        - Details on the end of life and end of support for COTS product before exit

- Complete inventory of all assets created for the project
- Assist CERSAI / new vendor in complete audit of the system including assets and licenses
- Knowledge transfer to new vendor / SI / CERSAI before exit
- Shadow support for at least 3 months and secondary support for another 3 months. These 6 months would start after the end of O&M period or termination of contract, as applicable. No separate payment will be paid for the same.

3. Transition Plan and Exit Management Plan will be revisited at end of each year of the contract period.
4. At the end of the duration of the contract with the SI, it would be required that a smooth transition is made to CERSAI / authorised agency. For this purpose it will be required that SI prepare a detailed Transition Plan and Exit Management Plan at least 3 months in advance of the completion of the project duration.
5. Key artefacts (not limited to) required to be prepared for the purpose of exit include:
   i) Software Documentation
      - Design Documents
      - Software Requirement Specifications
      - Requirements Traceability Matrix
      - Source Code
      - Approved Versions
      - User Manual
      - Search Tool Manual
      - Test Plan & Cases
      - DC / DR Documentation
   ii) Hardware (DC / DR)
      - Asset Register
      - S/w and H/w End-of-Life Details (h/w: in case applicable, s/w: for COTS)
      - S/w and H/w End-of-Shelf Details (h/w: in case applicable, s/w: for COTS)
      - S/w Licenses details (in case of COTS)
      - Agreement details with Bandwidth Service Provider
   iii) Operations Documentation
      - Updated Runbook
      - Incidents list with RCA
      - Computer Based Training Manual
      - Helpdesk – Standard Operating Procedure
      - SLA compliance reports
      - Training Presentation
      - ToT - Training Manual
      - User Training Manual
   iv) Project Governance Documentation
      - Pending Action Items List
      - Activities, Dates, Responsibility

Deliverable(s):

1. Transition Plan

2. Exit Management Plan

5 Roles & Responsibilities

5.1 Roles & Responsibilities of SI

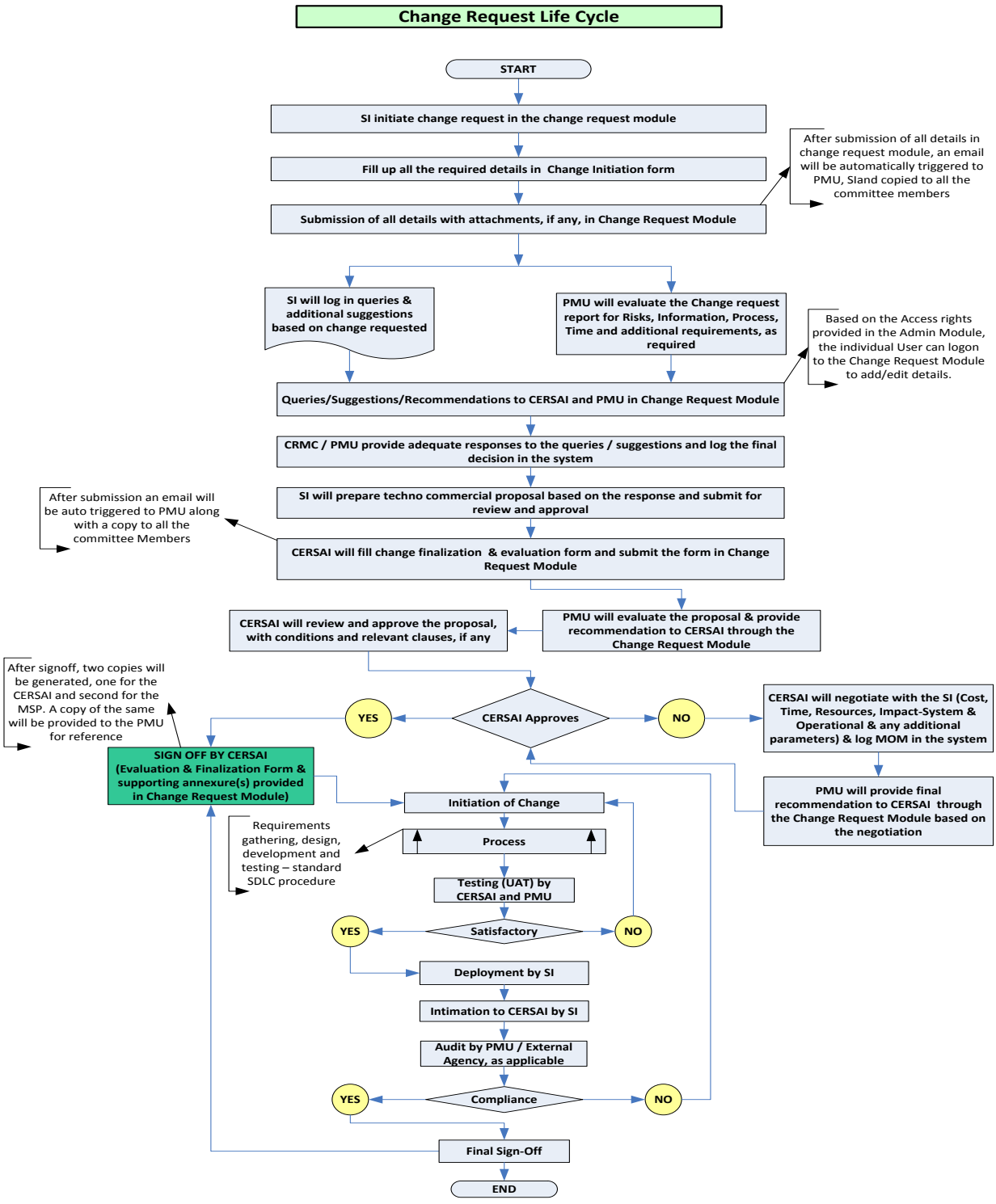
1. Procure, install, commission, operate and maintain:
    i) Requisite Central Registry Solution as per the requirements mentioned in this RFP
    ii) Meet the defined SLAs for the performance of the system.
2. Provide necessary support for the resolution of bugs, patches & upgrades of the software solution.
3. Provide necessary manpower for managing the Change Requests
4. Design various manuals like User manual, Trouble Shooting manual etc. for the system.
5. Deploy the required manpower to manage the operations.
6. Ensuring the SLAs for downtime of system, software development / customization, as defined in this RFP are met.
7. Management and quality control of all services and infrastructure.
8. Any other services which is required for the successful execution of the project.
9. Generation of MIS reports as per the requirements of CERSAI.
10. Generation of the report for the monitoring of SLAs.
11. Adherence to all notifications and communication set forth by CERSAI in context of the scope of services.

5.2 Roles & Responsibilities of CERSAI

1. Coordination between all the stakeholders for providing necessary information for the study and development / customization of the necessary solution.
2. Coordinate with the SI for conducting workshops for the Stakeholders.
3. Monitoring of overall timelines, SLAs and calculation of penalties accordingly.
4. Assist in conducting UAT for the application solution deployed.
5. Issuing the Acceptance Certificate on successful deployment of the software application, and for other components of the Scope of Work (wherever required).
6. Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.
7. Ensuring the staff members and other stakeholders attend the training programs as per the schedule defined by the bidder and agreed upon by CERSAI.
8. Provide sign off on the deliverables of the project.

6 Change Request Management

1. The purpose of the Change Request procedure is to control changes to the Central Registry Solution.
2. The change request procedure has the following objectives:
    i) To protect the environment from uncontrolled changes
    ii) To minimize the occurrence of unintended affects during the implementation of necessary changes
    iii) To avoid implementation of any changes which is not reviewed, approved or analysed
    iv) To control the impact of changes and minimize the effect on effective as well as efficient service delivery
2. Change Request Management Committee (CRMC): CRMC will be responsible for ensuring that the change management guidelines is implemented and maintained.
3. CERSAI will create a committee which will act as a CRMC, may also involve PMU as advisors, to oversee the administration of the Change Request Management procedures and guidelines.
4. The CRMC will be authorized to review, approve and schedule all changes to the computing environment. All decisions of the CRMC will be final and binding on all parties involved.
5. Change Management Life Cycle: The life cycle of all changes initiated during the contract period of the SI is shown below:


Change Request Life Cycle
START
SI initiate change request in the change request module
Fill up all the required details in Change Initiation form
Submission of all details with attachments, if any, in Change Request Module
After submission of all details in change request module, an email will be automatically triggered to PMU, SIand copied to all the committee members
SI will log in queries & additional suggestions based on change requested
PMU will evaluate the Change request report for Risks, Information, Process, Time and additional requirements, as required
Based on the Access rights provided in the Admin Module, the individual User can logon to the Change Request Module to add/edit details.
Queries/Suggestions/Recommendations to CERSAI and PMU in Change Request Module
CRMC / PMU provide adequate responses to the queries / suggestions and log the final decision in the system
SI will prepare techno commercial proposal based on the response and submit for review and approval
After submission an email will be auto triggered to PMU along with a copy to all the committee Members
CERSAI will fill change finalization & evaluation form and submit the form in Change Request Module
CERSAI will review and approve the proposal, with conditions and relevant clauses, if any
PMU will evaluate the proposal & provide recommendation to CERSAI through the Change Request Module
After signoff, two copies will be generated, one for the CERSAI and second for the MSP. A copy of the same will be provided to the PMU for reference
YES
CERSAI Approves
NO
CERSAI will negotiate with the SI (Cost, Time, Resources, Impact-System & Operational & any additional parameters) & log MOM in the system
SIGN OFF BY CERSAI (Evaluation & Finalization Form & supporting annexure(s) provided in Change Request Module)
PMU will provide final recommendation to CERSAI through the Change Request Module based on the negotiation
Initiation of Change
Requirements gathering, design, development and testing – standard SDLC procedure
Process
Testing (UAT) by CERSAI and PMU
YES
Satisfactory
NO
Deployment by SI
Intimation to CERSAI by SI
Audit by PMU / External Agency, as applicable
YES
Compliance
NO
Final Sign-Off
END

6. For the purpose of change request, man day rates are being asked from prospective bidders in this RFP.
7. Any changes till stabilisation, (e.g. new functionalities, improvement in execution time, performance tuning etc.) and which were not there in the SRS (signed off before Go-Live), design description, etc. will not qualify as change request. The bidder will implement such changes in the solution required at no additional cost to CERSAI.
8. Any changes in the Central Registry Solution required to be made due to amendments in the SARFAESI Act, 2002 and Factoring Regulation Act, 2011 (and their associated Rules), including any Legislation introduced by the Government of India that subsumes the scope, powers and functions of these two Acts, at any time during the duration of the project will need to be incorporated by the SI, and no additional cost for the same can be charged to CERSAI.
9. A baseline SRS will be created at the end of stabilization phase inclusive of the changes incorporated from Pre-Go-Live.
10. Any configuration, performance tuning, change in statutory requirement, mitigation of security observation during annual/ periodical audits, changes required to accommodate patches, upgrades etc. which are required for the operation of the project shall not qualify as change request.
11. The functional requirements given in the RFP are indicative only and not exhaustive in any manner and/or kind and/or form. The bidder by responding is deemed to have understood and agreed that the requirements are subject to change at sole discretion of CERSAI and will be finalized during Software Requirement Specification, Requirement Analysis, Solution Design etc. i.e. till Go-live. Failure to comply may invite forfeiture of the SI's Performance Bank Guarantee and any other penalties under the terms and conditions of RFP.
12. COTS products customization should be kept to a minimum and as far as possible industry best practices should be adhered to. Wherever absolutely required COTS product customization should be done in a manner that it gives a reasonable assurance of upward compatibility with future versions of the platforms and with bespoke development of the Central Registry Solution.
13. All the development / customization/ configuration must meet the requirements for security, performance and ease of use for operations, administration and management
14. Any report whose data is residing in the Central Registry Solution / or which can be arrived at by using some logic on the available data will not fall/ qualify as change request.
15. Process, Timelines & Responsibility Centre
    The entire change request process will be implemented as mentioned below. The proposed timelines for each steps / activity and the corresponding responsibility centre is also shown in the table below:

S.No	Process	Timelines (Weeks)	Responsibility Center
1.	Authorized official from SI requesting a change will initiate a request by filling up the electronic 'Change Initiation Form' after logging in with their own credentials.	Immediate	SI
2.	Once the Change request is submitted in the system, an email will automatically be triggered to: a) the PMU b) the SI and c) Copy to the CRMC members	Immediate	System
3.	PMU will evaluate the change request for risks, process of evaluating & implementing change, time required for completing the change(s) and any other additional requirement / information needed to clarify the Change requested; and will provide the recommendations in the change request module by logging with their credentials.	1 week	PMU
4.	The CRMC/ PMU will discuss and provide adequate responses to the queries / suggestions from the SI on the requested change. The committee will further decide on the responses to the queries / suggestions and log the final decision in the system.	1 week	CRMC & PMU
5.	Based on the responses provided by CAB, SI will prepare and submit a techno commercial proposal.	3 weeks	SI
6.	a) The SI can submit their Techno Commercial proposal either in hard copy or upload soft copy through the Change Request Module in the system. However SI must submit the details of the proposal in the electronic 'change evaluation and finalization' form in the change management module. b) After submission, an email will be auto triggered to PMU along with a copy to all the CRMC committee members. In case hard copy is submitted by the SI, CRMC will officially handover the proposal to PMU for evaluation.		SI
7.	a) PMU will evaluate the techno commercial		CRMC & PMU

S.No	Process	Timelines (Weeks)	Responsibility Center
	proposal submitted by SI and provide the recommendations to CRMC. b) CRMC will review the evaluation and comments provided by the PMU and decide on the final status. This will be logged in the change request module by authorized representatives.		
8.	c) If CRMC does not approve the proposal in its entirety, then CRMC will initiate negotiation with the SI based on any of the aspects like cost, time, resources, impact on systems and/or operations and additional parameters, whichever applicable. d) Based on the negotiation, the PMU will submit the final recommendation to CRMC and log the decisions in the change request module. e) If CRMC approves the proposal in its entirety the Change request sign-off between CRMC and SI will be initiated.	2 weeks	CRMC & PMU
9.	During Sign-off, the form will be printed, with all supporting annexure as logged in the system. The authorized signatory from CERSAI as well as the SI will sign the Change request Evaluation and Finalization form (at first place) and accordingly a formal go-Ahead will be provided by CERSAI. This form will be signed in two copies; one for the SI and other for CRMC / CERSAI. Also a copy will be provided to the PMU for reference.	Immediate	CERSAI/ SI
10.	SI will then initiate the change following a standard SDLC procedure like requirements gathering, design, development and testing, etc., as required, along with proper documentation at each stage.	As required / agreed	SI
11.	Once the Change is completed as per agreed timelines and specifications, CRMC representatives and the PMU will do the User acceptance testing and auditing respectively to provide comments / recommendations to the committee members.	1 weeks	CRMC & PMU
12.	If any further activities need to be carried out as per the recommendations during UAT and Audit, it will be done by the SI. After that an Acceptance	1 week (as required)	CRMC & SI

S.No	Process	Timelines (Weeks)	Responsibility Center
	Certificate will be issued to SI by CRMC and instructions for deployment / implementation, again as per standard deployment plan. This will follow a second sign-off on the 'Change Request Evaluation & Finalization' Form.		
13.	SI will deploy the changed solution and notify CRMC and PMU.	1 week	SI
14.	The PMU will finally review and confirm the deployed solution as per agreed standard, specifications and requirements, and provide status to CRMC.		CRMC
15.	A final sign off will be done on the 'Change Request Evaluation & Finalization' Form and completion Certificate will be issued to the SI by CRMC along with a copy to the PMU. A copy of this completion certificate will have to be submitted to CRMC along with the invoices for this change implementation.	Immediate	CRMC

16. Change requests in respect of the Agreement, the Project Implementation, or the SLA will emanate from the Parties' respective Project Management Unit (PMU), who will be responsible for obtaining approval for the change and will initiate the Part A: Change Control Notice (CCN) (Initiation).
17. Parties, while evaluating and finalizing CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the sign-off version of all required documents.
18. Change requests and CCNs will be reported monthly to CERSAI who will prioritize and review progress. SI shall be required to implement any proposed changes once approved in accordance of Part B: CCN (Evaluation and Finalization) with effect from the date agreed for implementation.
19. On evaluation of the financial impact, the charges for such a change will be decided between CRMC and the SI and will be a part of the Change Control Notice (Evaluation and Finalization).The payment for such changes will be as per the Terms of Payment to be decided by CERSAI.
20. On receiving any Change Request from CERSAI, the SI must submit its proposal with all the required information in the prescribed format for CRMC's perusal within 21 working days. The following will be the responsibilities of the PMU with respect to the change request.
21. Suggest the impact on the system/functionality/application.
22. Propose overall timelines for implementation of the change based on complexity.
23. Vet the SI's proposal (response to the change request)

24. The SI may also submit any queries / clarifications that it may have with respect to implementation of Change requested. If the SI fails to submit any proposal within the prescribed time duration, appropriate SLA and penalty will be levied on the SI. SI must not deny the implementation of any change requested by CRMC under any circumstances, unless technical feasibility is in question. In all such matters, CERSAI's decision will be final and binding on all parties.
25. The change request should be categorized as simple, medium and complex change. The SI must provide the list of deliverables within timelines as defined by the PMU.
26. The acceptance criteria for any such 'Change' will remain the same as described in the RFP with respect to the performance and quality parameters.
27. The final sign-off and "Acceptance Certificate" would be provided by CRMC. CRMC will in all such cases revert within 30 working days after final implementation of the change and provide satisfactory completion certificate or the reasons for non-acceptance. Till that certificate is issued, all such changes will be deemed unaccepted and all the necessary SLAs and penalties will apply on the SI. In case there is no response from CRMC within the prescribed time duration the said implementation will automatically be deemed accepted.
28. The SI must take all necessary steps to implement the change as per the project plan submitted without compromising on quality and performance standards. If the SI fails to comply with the acceptable standards & requirements of implementing of the requested change, or denies implementation of the requested change at any stage during the contract period, CRMC will have complete authority to get the change implemented from any of the third party / nominated government agency independently. In all such cases the entire cost of change implementation will be recovered completely from the SI, along with applicable interest. Also, CRMC reserves the right to impose any other financial or legal penalties depending upon the gravity of impact on the Service Delivery due to non-implementation of the requested Change. In all such matters the decision of CRMC will be final and binding on all parties.
29. If CRMC gives any new requirement or change request, the SI should follow the change management procedure to implement the change on additional payment basis. The requirements for required infrastructure to implement the change should be specified by the SI so that CRMC can make necessary provisions. The change request procedure would be considered complete only when the training is imparted to the target users for whom the change is being done and the feedback is evaluated by both CRMC and the PMU.
30. It is proposed that the prevailing rates for all kinds of change, as and when initiated by CRMC will be taken into consideration and the proposals accordingly evaluated. In all such matters the decision of the CRMC will be final and binding on all parties.

7 Indicative Timelines

1. The following is the high level indicative project timelines. However bidders are required to provide detailed project plan in their proposal. Higher weightage would be given to SI (during the technical evaluation) if the proposed timelines (under the control of SI) are better than those proposed here.

Activity	**Time in Elapsed Weeks**												
	2	**4**	**6**	**8**	**10**	**12**	**14**	**16**	**18**	**20**	**22**	**24**	**28**
Project Kick-off													
Project Planning													
System Requirement Study & Design													
Solution Prototyping													
Solution Development													
Solution Testing and Certification													
Third Party Code Review													
Data Migration & Central Registry Transition													
Procurement of Private Cloud Hosting Services													
Go-Live													
Stabilization Period													
Operations & Maintenance including: ▪ Technical Helpdesk ▪ Training & Capacity Building ▪ Solution Maintenance & Defect Resolution ▪ Program Governance ▪ Solution Audit	5 Years beyond Go – Live												

Activity	**Time for Completion in Weeks**
Project Kick-off	T
Project Planning	T + 2
System Requirement Study & Design	T + 8
Solution Prototyping	T + 10
Solution Development	T + 16
Solution Testing and Certification	T + 18
Third Party Code Review	T + 18
Data Migration & Central Registry Transition	T + 20
Procurement of Private Cloud Hosting Services	T + 22
Go-Live	T + 24
Application Stabilization & SRS Baseline	T + 28
Operations and Maintenance	5 years

8 Deliverables & Payment Schedule

All payments will be made upon due approval of the deliverables from CERSAI.

Activity	Deliverables	Payments
Project Kick-off		None
Project Planning	1. Integrated Project Plan 2. Project Plan Presentation to CERSAI	10% of Contract Value for Implementation Phase
System Requirement Study & Design	3. Functional Requirement Specifications 4. Software Requirement Specifications (SRS) 5. Requirements Traceability Matrix (RTM) 6. High Level Design (HLD) 7. Low Level Design (LLD) 8. Solution Architecture	20% of Contract Value for Implementation Phase
Solution Prototyping	9. Functional Application Prototype	
Solution Development	10. Development Status Review	30% of Contract Value for Implementation Phase
Solution Testing and Certification	11. Communications Plan 12. Test Plan 13. Test Strategy 14. Test Design 15. Test Case Specification 16. Test Execution Summary Reports 17. Defect Reports 18. Test Analysis & Risk Assessment 19. User Acceptance Reports 20. Test Log & Test Data 21. Deployment manual 22. Interface Control Document 23. Systems Manual 24. COTS Product User Manual 25. COTS Product Configuration Manual 26. Operations Manual 27. Frequently Asked Questions 28. Trouble Shooting Manual	
Third Party Code Review	29. Third Party Code Review Report 30. Analysis Incorporation Summary Report	
Data Migration & Central Registry Transition	31. Data Migration Plan 32. Data Migration Acceptance Report 33. Data Dictionary 34. Database Management Report	20% of Contract Value for Implementation Phase
Procurement of Private Cloud Hosting Services	35. Hardware and System Software Installation Report	
Go-Live	36. Source Code of Application 37. Solution Documentation 38. Helpdesk Setup 39. User Manual 40. Training schedule 41. Training content	20% of Contract Value for Implementation Phase

Activity	Deliverables	Payments
	42. Information Security Audit Plan 43. Transition Plan 44. Exit Management Plan	
Base line SRS	45. Baseline SRS	
Operations and Maintenance	Quarterly Project Health Reports	In Equal quarterly instalments as per contract value for O&M Phase

Note:

1. All payments to the Implementation Vendor shall be made upon submission of invoices along with relevant sign-offs from CERSAI
2. The above payments are subject to meeting SLAs; failing which the appropriate deductions as mentioned in the SLA section of this RFP shall apply.
3. The payments during the Operations and Maintenance Phase will be made at the end of every quarter of year after the delivery of the services upon satisfactorily adhering to the SLAs defined in the RFP and deductions of penalties, if any. The SI will be required to submit a compliance report every fortnight and a consolidated compliance report at the end of 3 months (quarterly) based on which these payments would be made.
4. All payments will be done on the basis of the unit rates agreed upon in the final contract.
5. First quarterly payment for O&M services shall be paid subject to above mentioned conditions on completion of three months post Go-Live.
6. All payments related to the Private Cloud Hosting Services will be made on actuals. The SI will be required to submit evidence of usage from the Cloud Service Provider along with the invoice submitted.
7. Any monetary figure in decimal shall be rounded off to the nearest INR
8. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. If the project implementation/go-live is delayed, the PBG shall be extended by the bidder for such additional duration. The performance bank guarantee may be discharged/ returned by Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) upon being satisfied that there has been due performance of the obligations of the bidder under the agreement. However, no interest shall be payable on the performance bank guarantee.
9. In the event of the bidder being unable to service the agreement for whatever reason, CERSAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of CERSAI under the agreement in the matter, the proceeds of the PBG shall be payable to CERSAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the agreement. CERSAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 7 (Seven) days, indicating the contractual obligation(s) for which the bidder is in default.

9 Bidding Process Details

Potential Bidders are referred to as "Bidders/SI" in this document. No consortium is allowed for the purpose of bidding for the RFP. The SI may choose to sub-contract provisioning of Private Cloud Hosting through a Cloud Service Provider.

9.1 General Instructions to Bidders

9.1.1 Availability of the RFP Documents

1. The bidders can download the RFP document from the websites of CERSAI (http://www.cersai.org.in) and Central Procurement Portal (CPP) (http://www.eprocure.gov.in).
2. In case if the bidder has downloaded the RFP document from the above mentioned websites then the RFP document fee in the form of a demand draft should be paid along with proposal at the time of bid submission.
3. Proposals received without or with inadequate RFP Document fees shall be liable for rejection.
4. 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 and forfeiture of the bid security.

9.1.2 Pre-Bid Conference

1. CERSAI will host a Pre-Bid Conference as per the date given in the Fact Sheet. The representatives of the interested bidders may attend the pre-bid conference at their own cost. All members of the participating bidder should carry valid identification cards issued by the organization for entry into the pre-bid meeting.
2. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

9.1.3 Bidder clarifications & CERSAI's Responses

1. All clarifications from the bidders relating to this RFP must be submitted in writing exclusively to the contact person before the last date for receipt of clarifications as specified in the Fact Sheet in the format specified in Form I: Request for Clarification.
2. CERSAI will respond to pre-bid clarifications of only those organizations/ companies who have submitted their clarifications before the pre-bid conference.
3. CERSAI will not respond to any clarifications received after the last date for receipt of clarifications as specified in the Fact Sheet.
4. The mode of delivering written clarifications would be through post or email. In no event will CERSAI be responsible for ensuring that bidders' clarifications have been received by them. Telephone calls will not be accepted for clarifying the clarifications.

5. After the RFP is released, CERSAI shall accept written clarifications from the bidders. CERSAI will endeavour to provide a complete, accurate, and timely response to all clarifications to all the bidders. However, CERSAI makes no representation or warranty as to the completeness or accuracy of any response, nor does CERSAI undertake to answer all the clarifications that have been posed by the bidders and bidders shall not assume that their unanswered clarifications have been accepted by CERSAI.
6. All responses given by CERSAI will be distributed to all the bidders. All email communications sent by bidders to CERSAI must be sent to the email address provided in Fact Sheet.

9.1.4 Corrigendum to RFP

1. If CERSAI deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue corrigendum to this RFP. Such corrigendum will be hosted in the locations mentioned under Fact Sheet. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.
2. At any time prior to the deadline (or as extended by CERSAI) for submission of bids, CERSAI, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing corrigendum.
3. In order to allow bidders a reasonable time to take the corrigendum into account in preparing their bids, CERSAI, at its discretion, may extend the deadline for the submission of bids.
4. CERSAI does not take any responsibility for loss of communications through emails. The bidders are expected to watch the locations mentioned under Fact Sheet for clarifications and corrigendum to the RFP.

9.1.5 Proposal Preparation Costs

1. 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 CERSAI to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement and all such activities related to the bid process.
2. This RFP does not commit CERSAI to award a contractor to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the agreement for implementation of the project.

9.1.6 CERSAI's Right to terminate the Process

1. CERSAI reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, 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 actions taken by CERSAI.
2. CERSAI makes no commitments, express or implied, that this process will result in a business transaction with anyone.

3. This RFP does not constitute an offer by CERSAI. The bidder's participation in this process may result in CERSAI selecting the bidder to engage in further discussions and negotiations toward execution of an agreement. The commencement of such negotiations does not, however, signify a commitment by CERSAI to execute an agreement or to continue negotiations. CERSAI may terminate negotiations at any time without assigning any reason.

9.1.7 Acceptance of part / whole bid / modification – Rights there of

1. CERSAI reserves the right to accept or reject wholly or partly bid offer, or modify the technical specifications / quantities / requirements mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever.
2. No correspondence in this regard shall be entertained. CERSAI also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

9.1.8 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD (amount specified in the Fact Sheet), in the form of a Demand Draft drawn from any nationalised bank in favour of CERSAI payable at New Delhi and valid for 180 days from the last date of the bid submission. Bid security in any other form will not be accepted.
2. The EMD is interest free.
3. The EMD of all unsuccessful bidders will be refunded by CERSAI at the earliest post signing of agreement and submission of the PBG by the successful bidder.
4. The bid submitted without EMD, mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
5. The bidder shall extend the validity of the offer and EMD on request by CERSAI
6. The bidder shall submit the EMD with a letter from the issuing bank as prescribed in Form II – Earnest Money Deposit.
7. The bid security may be forfeited:
    i) If a bidder withdraws its bid during the period of bid validity
    ii) In case of a successful bidder, if the bidder fails to sign the agreement in accordance with terms and conditions

9.1.9 Authentication of Bids

1. Each page of the bid should be signed in original by the authorised signatory of the Bidder. A letter of authorization (authorizing the authorized signatory to sign the bid documents) supported by a notarized power-of-attorney should be also be submitted with the bid document, as per format prescribed in Form III – Letter of Authorization. The bidder shall submit the bid at the location mentioned in Fact Sheet.

9.1.10 Interlineations in Bids

1. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

9.1.11 Venue & Deadline for submission of proposals

1. Proposals, in its complete form in all respects as specified in the RFP, must be submitted to CERSAI as specified in the Fact Sheet.
2. Last Date & Time of submission: As given in the Fact Sheet
3. CERSAI may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum, in which case all rights and obligations of CERSAI and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

9.1.12 Late Bids

1. Bids received after the due date and time as specified in the Fact Sheet (including the extended period if any) for any reason whatsoever, shall not be entertained by CERSAI.

9.1.13 Impact of Litigation

1. CERSAI does not intend to deal with any bidders who are facing litigations or enquiry of such nature which have the potential to adversely impact the operations of the bidder and thereby pose significant risk to the implementation of the Central Registry Solution for CERSAI.
2. The bidder shall furnish an undertaking to this effect, using the Form IV: Litigation of Impact Statement. The bidder shall provide the litigation information on the pending litigations, giving details of the organization, nature of litigation, name of the petitioner, name of responder, competent court, date of filing litigation and current status.
3. The bidder shall also furnish a declaration to the effect that he has not been declared blacklisted by CERSAI.

9.2 Bid Submission Instructions

1. Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. CERSAI will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
2. The Bid should be submitted in Three separate envelopes, marked as following:
    i) Pre-Qualification Proposal
    ii) Technical Proposal
    iii) Commercial Proposal
3. The Proposals should be then enclosed in One (1) single envelope marked as: Response to RFP for Selection of SI for Implementation and Maintenance of Central Registry Solution, along with RFP Reference No., Bidder Name and Address
4. Bidders shall furnish the required information on their Technical and Commercial proposals in the enclosed formats only. The tender will be liable for rejection if there are any deviations in format.
5. All bids must be accompanied with Bid Cover letter as prescribed in Form V - Cover Letter, duly signed by the authorized signatory for the bidding organization.

9.2.1 Mode of Submission

1. Submission of bids shall be in accordance with the instructions given below:

2. Submission of EMD: The bidder is required to submit the Demand draft to the address mentioned in the tender notification table along with the bid on or before the last date & time of submission of bid.
3. Submission of Bid Documents: The bid documents shall be submitted in the 'Tender Box' at the location mentioned in the Fact Sheet. The Response to the Pre-Qualification Requirements shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed.
4. CERSAI will not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.

9.2.2 Bid Validity

1. The proposals shall be valid for a period of Six (6) months from the date of opening of the proposals. A proposal valid for a shorter period shall be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
2. In exceptional circumstances, at its discretion, CERSAI may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

9.2.3 Authenticity of the information and right of verification

1. CERSAI reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP for the purpose of Pre-Qualification and Technical Evaluation. Any such verification or lack of such verification by CERSAI shall not relieve the respondent of its obligations or liabilities hereunder nor will it affect any rights of CERSAI there under.
2. In case it is found during the evaluation of the responses or at any time during the subsequent procurement process or before signing of the agreement or after its execution and during the period of project execution resulting out of the agreement thereof, that the bidder has made material misrepresentation or has given any materially incorrect or false information in the proposal, the bidder shall be disqualified forthwith if not yet awarded the agreement either by issue of the letter of intent or entering into an agreement. CERSAI would initiate appropriate action against the selected bidder as per the laws of the land, if the agreement is already awarded.

9.2.4 Language of Proposals

1. The proposal and all correspondence and documents shall be written in English. The bidder shall furnish certified translated documents, wherever the citations/documents attached as part of the bid are in language other than English.

9.2.5 Conditions under which this RFP is issued

1. This RFP is not an offer and is issued with no commitment. CERSAI reserves the right to withdraw the RFP and change or vary any part thereof at any stage. CERSAI also reserves the right to disqualify any bidder should it be so necessary at any stage.

2. Timing and sequence of events resulting from this RFP shall ultimately be determined by CERSAI.
3. No oral conversations or agreements with any official, agent, or employee of CERSAI shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of CERSAI shall not be valid.
4. Oral communications by CERSAI to bidders shall not be considered binding on CERSAI, nor shall any written materials provided by any person in CERSAI other than the person specified in the Fact Sheet.
5. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against CERSAI or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
6. All bidders, until the agreement is awarded and the successful bidder, up to one year post singing of the agreement, shall not, directly or indirectly, solicit any serving employee of CERSAI to leave CERSAI or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in concert with the bidder, without prior written approval of CERSAI.

9.2.6 Rights to the Content of the Proposal

1. All proposals and accompanying documentation of the Technical Proposal will become the property of CERSAI and will not be returned after opening of the Technical proposals.
2. The Commercial proposals that are not opened will be returned to the bidders.
3. CERSAI is not restricted in its rights to use or disclose any or all of the information contained in the proposal to experts/ consultants engaged in the evaluation of bid responses and can do so without compensation to the bidders.
4. CERSAI shall not be bound by any language used by the bidder in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

9.2.7 Modification and Withdrawal of Proposals

1. No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. CERSAI would forfeit the EMD, if a bidder withdraws their bid during the validity period.
2. If the bidders intend to submit a revised proposal after submitting a copy of the proposal response and before the expiry of the last date and time for the submission of the proposal, the bidder shall send the revised proposal to the location mentioned in Fact Sheet. In such case the most recent received proposal will be considered for the evaluation and all the earlier revisions fully or partly will not be considered for evaluation.
3. In case the bidder submits the revised proposal, the revised proposal shall strictly comply with all the terms and conditions of this RFP.
4. Modifications of any nature to proposal will not be allowed after the deadline for proposal submission

5. The bidder is allowed to withdraw their submitted proposal any time prior to the last date prescribed for the receipt of bids, by giving a written notice to CERSAI to that effect.

9.2.8 Acknowledgement of Understanding of Terms

1. By submitting a proposal, the bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules, Annexures and Appendices hereto, and has fully informed itself as to all the conditions and limitations.
2. By submitting a proposal in response to this RFP, the bidder shall be deemed to acknowledge that he is in agreement with the terms and conditions of the RFP and the procedures adopted for bidding & evaluation of the responses of the bidders.

9.2.9 Entire Documents

1. Entire Request for Proposal - The following constitute the entire Request For Proposal:
    i) The RFP supplied by CERSAI.
    ii) The additional conditions if any, supplied by CERSAI on or before the last date for the submission of the responses by the bidder.
    iii) The clarifications provided by CERSAI during the pre-bid phase or before the last date for the submission of the responses by the bidder.
    iv) Minutes of the meeting of pre-bid meeting circulated/published to the bidders by CERSAI.
    v) Corrigendum issued by CERSAI on or before the last date for the submission of the responses by the bidder.
    vi) Any official communication through email/fax/post/publishing by CERSAI sent to all the bidders during the bidding period or before the last date for submission of the response by the bidder.
2. Entire proposal by the bidder – the following constitute the entire proposal by the bidder:
    i) The response by the bidder.
    ii) The presentation material submitted by the bidder during the bidder presentation sessions and the minutes of the meeting if applicable.
    iii) The clarifications provided by the bidder as a part of the proposal against any queries/requests by CERSAI.

9.2.10 Non-Responsive Proposals

1. A proposal may be construed as a non-responsive proposal and ineligible for consideration:
    i) If it does not comply with the terms & conditions, requirements of this RFP, failure to comply with the technical requirements, and acknowledgment of receipt of amendments.
    ii) If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP for prequalification, Technical and Commercial proposals or do not appear to address the particular requirements of the proposed solution, and any such bids may also be disqualified.

iii) If the technical or commercial proposal of the bidder does not adhere to the timelines (although crashing is allowed) of this RFP, the bid shall be declared as non-responsive and will not be evaluated further.

9.2.11 Disqualification

1. The proposal submitted by the bidder is liable to be disqualified if one or more violations of the following conditions are violated.
   i) Violation of the bid submission process
      - Commercial proposal, Technical proposal and Prequalification proposal are not submitted in the prescribed formats and mode as given in the RFP
      - The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the Pre-qualification documents or Technical Proposal
      - If it comes to CERSAI's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this agreement
      - If a bidder submits more than one bid
      - If it is not complying to the CVC requirement of:
        a) In a tender, either the Indian agent on behalf of the Principal / OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender
        b) If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM in the same tender for the same item/ product
   ii) Non-compliance to the conditions of the bidding process
      - The Bid documents are not signed as per guidelines of the RFP
      - The required EMD has not been paid as specified in the RFP
      - The Bid validity period is shorter than the required period
      - The Bid is not submitted in accordance with this document
      - During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices
      - The bidder qualifies their Bid with their own conditions
      - Bid is received in incomplete form
      - Bid is not accompanied by all the requisite documents
   iii) Non responsive Content of the proposal
      - Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any
      - The deliverables as given in the Technical Proposal should be in consonance with the Commercial Proposal. Any deviations in the final deliverables between Technical and Commercial proposals shall make the Bid as being unresponsive and may lead to disqualification of the Bid

iv) Inability to respond in accordance with the bidding guidelines
- The successful bidder, invited to sign the agreement qualifies the letter of acceptance of the agreement with its own conditions
- The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into an agreement within 30 days of the date of issue of letter of intent or within such extended period, as may be specified by Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI).

v) Fraudulent and corrupt practice
- Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defines, for the purposes of this provision, the terms set forth below as follows:
- "Corrupt" practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in agreement execution; and
- "Fraudulent" practice means a misrepresentation of facts in order to influence a procurement process or the execution of an agreement to the detriment of CERSAI, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive CERSAI of the benefits of free and open competition;
- "Unfair trade" practices means supply of goods (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by Purchaser

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

9.2.12 Conflict of Interest

1. Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the SI or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with CERSAI.
2. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the SI to complete the requirements as given in the RFP.
3. Please use Form VI – Conflict of Interest for making declaration to this effect.

9.2.13 Insurance to be taken out by the Bidder

1. The Bidder at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works/ Services and obligatory in terms of law to protect his interest and interest of CERSAI.
2. The responsibility to maintain adequate insurance coverage at all time shall be of the bidder alone. The Bidders failure in this regard shall not relieve him of any of his contractual responsibilities, obligations and liabilities.

9.3 Bid Opening and Evaluation Process

9.3.1 Bid opening sessions

1. Total transparency will be observed while opening the proposals/bids.
2. CERSAI reserves the rights at all times to postpone or cancel a scheduled bid opening.
3. The bids will be opened, in three sessions, one for EMD and Pre-Qualification Proposal, one for Technical proposal of those bidders whose Pre-Qualification bids Qualify and one for Commercial proposals of those bidders whose Technical bids qualify, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
4. The bidders' representatives who are present shall sign a register evidencing their attendance.
5. In the event of the specified date of bid opening being declared a holiday for CERSAI, the Bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, CERSAI shall go ahead and open the bid of the bidders.
6. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
7. The EMD envelope will be opened first by CERSAI for Pre- Qualification bid evaluation, in the presence of bidders' representatives (only one per each bidder) who may choose to attend the session on the specified date, time and address. The EMD envelope of the bidders will be opened on the same day and time, on which the Pre – Qualification Bid is opened, and bids for which the requisite EMD has not been received by CERSAI or whose EMD is not in order shall be rejected.

9.3.2 Overall Evaluation Process

1. Proposals will be evaluated by a Committee of Officers (the "Committee") appointed by CERSAI or their designated representative(s). CERSAI or such other authority designated by CERSAI as the case may be is also referred to herein as the Committee of Officers (or "Committee").
2. A three tiered evaluation procedure will be adopted for evaluation of proposals, with the Pre-Qualification evaluation being completed before Technical Evaluation; and Technical Evaluation being completed before the Commercial Proposals are opened and compared.

3. Pursuant to the Pre-Qualification criterion, bidders will be short listed for Technical Evaluation. Technical proposal will be opened only for the bidders who qualify the pre-qualification criterion.
4. CERSAI will review the Technical proposals of the short-listed bidders to determine whether the Technical proposal is substantially responsive. Proposals that are not substantially responsive are liable to be disqualified. CERSAI may seek inputs from their professional, external experts, external consultants in the Pre-qualification, Technical and Commercial evaluation process.
5. CERSAI shall assign technical score to the bidders based on the Technical Evaluation Criteria. The bidders with a technical score above the threshold as specified in the Technical Evaluation Criteria shall technically qualify for the Commercial evaluation stage.
6. The Commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the Commercial bids are substantially responsive.

10 Pre-Qualification Proposal

10.1 Pre-Qualification Process

1. Since the requirements of CERSAI for implementing the Central Registry Solution are unique in terms of functional features, CERSAI intends to consider only those bidders that have the capability and competency, in terms of technical strengths, experience and financial stability to address the requirements of CERSAI to implement the Central Registry Solution.
2. The bidders' Pre-Qualification Proposal in the bid document is evaluated as per the requirements specified in the RFP and adopting the pre-qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the Pre-Qualification criteria specified, client contact information for verification, profiles of project resources and all others as required for evaluation.
3. The bidders shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the bidder.
4. All the bidders will be communicated of the results of evaluation of the prequalification bids.
5. The technical bids of those bidders who qualify in the prequalification process only will be evaluated further against the Technical bid evaluation criteria specified in the RFP.

10.2 Pre-Qualification Criteria

10.2.1 General Eligibility Criteria

1. The invitation for bids is open to all entities registered in India who fulfil prequalification criteria as specified below.
2. Bidders declared by CERSAI to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
3. Bidders whose EMD was forfeited by CERSAI on serious/grave grounds i.e. submission of false/forged/tampered/fabricated/manipulated documents/information at any occasion during last five years from the date of issue of RFP, shall not be qualified.
4. Breach of general or specific instructions for bidding, general and special conditions of contract with CERSAI during the past 5 years may make a firm ineligible to participate in the bidding process
5. The Bidder for the implementation of CERSAI should satisfy all of the criteria below.

S.No.	Criteria	Documentary proof to be submitted
Bidder / System Integrator (SI) related		
1	The Bidder should be a company registered in India under the Companies Act, 1956 with a registered office and operations in India. The company should be operational in India for at least last five financial years as of 31st March, 2015 as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India.	Form VII: Details of Bidder Organization
2	The Bidder should not have been blacklisted by CERSAI, any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organisation of Central or State Government as on Bid submission date.	Form VIII: Undertaking of not being black listed
3	The Bidder should have an annual turnover of Rs. 350 Crores or more, in each of the last three financial years ending 31st March 2015 as evidenced by the audited accounts of the company. Out of the total turnover of the company (i.e. >= 350cr) at least Rs. 125 Crores or above should be from IT services.	Form IX: Financial Information of the Bidder
4	The Bidder must be a profit making company in each of the last three financial years ending 31st March 2015 as evidenced by the audited accounts of the company	Form IX: Financial Information of the Bidder
7	The Bidder should have a positive net worth for the last three financial years ending 31st March 2015 as evidenced by the audited accounts of the company. Net worth is defined as sum of shareholders capital and Reserves & Surplus	Form IX: Financial Information of the Bidder
8	The bidder must have been assessed for a CMMi Level 5. The assessment should be valid as on the last date of bid submission. In case of expiry of current assessment, within nine months, the bidder shall provide a certificate from the CMMi auditor that re assessment for the same is commenced.	Form X: Quality Assessment Details
9A	The Bidder must have System Integrator experience- successful Go-Live/ completed during the last five years (from the date of publishing of the RFP) in one project of project value of **50 crores and above each OR**	Form XI: System Integrator Experience
9B	The Bidder must have System Integrator experience- successful Go-Live/ completed during the last five years (from the date of publishing of the RFP) in two projects of project value of **40 crores and above each OR**	Form XI: System Integrator Experience
9C	The Bidder must have System Integrator experience- successful Go-Live/ completed during the last five years (from the date of publishing of the RFP) in three projects of project value of **30 crores and above each**.	Form XI: System Integrator Experience
10	The Bidder must have a team of at least 250 qualified programmers for the proposed solution on its rolls having experience in implementing all the major modules of the proposed solution collectively.	Form XII: Undertaking on Personnel
11	The IPR of the customised solution should be in the name of CERSAI.	Form XIII: IPR for Customized Solution

Cloud Service Provider (CSP) related (to be provided separately)		
12	CSP should be a company registered under Indian Companies Act 1956. The company should be providing Data Center related services in India for the last three financial years ending 31st March 2015.	Form XIV: Details of Cloud Service Provider
13	CSP must be operating at least **THREE** (3) Data Center Facilities in India with a minimum capacity of 100 Racks in each data center, at time of the submission of the bid. The Data Center and Disaster Recovery Center Facilities shall have at a minimum ▪ Routers, Firewalls, LAN, WAN, Internet Access, and Hosting Centers, DR, Backup, Operations Management, and Data Management ▪ DC and DRC should conform to at least Tier III standard, preferably certified under TIA 942 or Uptime Institute certifications by a 3rd party ▪ The NOC (network operation center) of cloud data center should provide managed services ▪ Assured protection with security built at multiple levels with the proposed ▪ Data Center and Disaster Recovery Center Facilities certified for the latest version of ISO 27001 (to be valid on the date of contract allotment) and provide service assurance and effectiveness of Management compliant with SSAE 16 / ISAE 3402 standards ▪ The cloud data center must have assured protection with security built at multiple levels and 24x7 monitoring by provisioning physical security, biometric identification and close circuit monitoring. ▪ All the systems within the Data center should have full resiliency, using N+1 redundancy model and it is applicable to DC power, cooling, network devices, virtual machine hosting servers and storage including the service provisioning and management layer devices.	▪ Tier III Certification ▪ TIA 942 Certification or Uptime Institute certifications by a 3rd party ▪ ISO certification ▪ ISO 27001 certification for DCs ▪ Self-Certification of all other components mentioned in the criteria
14	CSP should be delivering Platform as a Service offerings (PaaS as per the National Institute of Standards and Technology (NIST) Definition of Cloud Computing definition providing on-demand Storage and VMs) for the last one year from the Data Center Facility proposed for this project	Self-Certification
15	The CSP should have an annual turnover of Rs.50 Crores or more in each of the last three financial years ending 31st March 2015 from Data Centre Services as evidenced by the audited accounts of the company.	Form XV: Financial Information of the CSP
14	Should have at least three (3) telecom carriers with redundant paths	Self-Certification with Details
15	Must have a valid 27001 & 20000-1 certified	▪ ISO 27001 certification ▪ ISO 20000-1 certification

16	Should have a dedicated SOC running 24X7	Self-Certification with Details

6. Additional Mandatory requirements: The bidder should submit all the following mandatory additional documents listed below. If any of the mandatory documents are not in order, such Proposals are liable to be rejected without further evaluation.
   (i) Submission of Undertaking on the solution commitment from SI (Form XVI: Solution Commitment from SI)
   (ii) Submission of Undertaking on the suggestions on draft agreement (Form XVII: Suggestions on Draft Agreement)
   (iii) Submission of Undertaking on non-malicious code certificate by SI (Form XVIII: Non-malicious Code Certificate)
   (iv) Submission of Undertaking on firm pricing (Form XIX: Undertaking on Firm Pricing)
   (v) Submission of Undertaking on Service Level Compliance (Form XX: Undertaking on Service Level Compliance)
   (vi) Submission of undertaking on latest software delivery (Form XXI: Undertaking on latest software delivery)
   (vii) Submission of Pre-Contract Integrity Pact (Form XXII: Pre-Contract Integrity Pact)

10.3 Pre-Qualification Proposal

1. The bidders are required to submit the Tender Fees and EMD to CERSAI at the address given in the tender notification table on or before the last date & time mentioned in the Fact Sheet.
2. The pre-qualification proposal should be strictly in line with the 'Forms" provided in this RFP. Bidders are required to use the following checklist for the pre-qualification proposal.

S.No.	Form	Compliance (Yes/No)	Proposal Page No.
1.	Tender Fees		
2.	Form I: Request for Clarification		
3.	Form II – Earnest Money Deposit		
4.	Form III – Letter of Authorization		
5.	Form IV: Litigation of Impact Statement		
6.	Form V - Cover Letter		
7.	Form VI – Conflict of Interest		
8.	Form VII: Details of Bidder Organization		
9.	Form VIII: Undertaking of not being black listed		
10.	Form IX: Financial Information of the Bidder		
11.	Form X: Quality Assessment Details		
12.	Form XI: System Integrator Experience		
13.	Form XII: Undertaking on Personnel		
14.	Form XIII: IPR for Customized Solution		
15.	Form XIV: Details of Cloud Service Provider		
16.	Form XV: Financial Information of the CSP		

S.No.	Form	Compliance (Yes/No)	Proposal Page No.
17.	Form XVI: Solution Commitment from SI		
18.	Form XVII: Suggestions on Draft Agreement		
19.	Form XVIII: Non-malicious Code Certificate		
20.	Form XIX: Undertaking on Firm Pricing		
21.	Form XX: Undertaking on Service Level Compliance		
22.	Form XXI: Undertaking on latest software delivery		
23.	Form XXII: Pre-Contract Integrity Pact		
24.	Documentary Evidence from CSP ▪ Tier III Self Certification ▪ TIA 942 Certification or Uptime Institute certifications by a 3rd party ▪ ISO certification ▪ Self-Certification of all other components mentioned in the criteria ▪ Self-Certification for PaaS ▪ Self-Certification with Details for Telecom Carriers ▪ ISO 9001 certification ▪ ISO 27001 certification ▪ ISO 20000-1 certification ▪ Self-Certification with Details for 24x7 SOC		

11 Technical Proposal

11.1 Technical Proposal Guidelines

1. Technical proposal to include the covering letter as given at Form XXIII: Technical Proposal Cover Letter
2. The bidder is expected to understand the complete solution footprint, the processes and functions of CERSAI while preparing the Technical Proposal.
3. The bidder is required to provide in the Technical Proposal details of how it proposes to implement the modules and solution components to cover all the functional areas and processes of CERSAI listed in this RFP.
4. The bidder is expected to bid for the project with a complete understanding that, all the processes and functions given in this RFP need to be implemented using the solution, and deliver the services and solutions given in this RFP, at a fixed price, without any provisions for bargaining for a different interpretation of the specifications in this RFP and changes in scope, while executing the project.
5. The technical proposal should contain a detailed description of how the functional and technical requirements outlined in this RFP are met by the proposed solution. SI should provide a comprehensive solution mapping indicating the solution components of the proposed solution with the functional requirements.
6. Solution should meet all the functionality needs based on the information indicated in this RFP.
7. While the bidder has the freedom in making any assumptions about the processes and functions of CERSAI while interpreting the details given in this RFP, such assumptions cannot be the basis for any bargaining or different interpretation during the execution of the project. CERSAI interpretation shall be final and binding on all the bidders. The assumptions made by the bidder shall not have any impact on the commercial bid submitted.
8. CERSAI retains the right of the final say in the interpretation of the scope of the Project in terms of the interpretation of the functions and processes of CERSAI, as listed in this RFP.
9. Since a process can be described in different manners, the bidder should clearly understand that any possible variations to the processes during the Requirements Analysis phase from the way they are specified in this RFP should not be considered as deviations or extensions to the original process specifications.
10. The modules of Central Registry Solution which have been listed are more of a reflection of the functional areas to be addressed rather than the specific modules being implemented. So the bidder is required to make an assessment of the modules to be activated within the Central Registry Solution, to implement the processes of CERSAI as detailed in this RFP. However any changes to the assumptions of the bidder in terms of the modules, as long as the processes remain the same will not be treated as a change in scope.
11. The Technical proposal should address all the areas/ sections as specified in the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP.
12. The Technical proposal must not contain any pricing information.

13. The bidder is expected to respond using the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification of the proposal.
14. The Technical Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP should not be included in the proposal by the bidder. CERSAI will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP. To assist in the preparation of proposal, CERSAI is making available an electronic version of this RFP.
15. CERSAI is also open to any suggestions that the bidder may want to render with respect to the implementation of the Central Registry Solution, its coverage, the modules to be implemented and the best practices to be adopted in the light of their expertise or experience from similar assignments.
16. Wherever the customer name is asked for, for experience or deliverables, the bidder is required to provide the name. Not providing the name of the customer will be treated as incomplete information and will affect the evaluation process.
17. The bidder is requested to provide documentary evidence of experience, methodology or any other information provided in the Technical proposal. The bidders are not expected to attach any promotional material, brochures with the proposal. Any such information will be treated negatively. However, the bidder is expected to provide the names of the organizations, only if the organization is the direct customer (had a direct contract) of the bidder.
18. The bidder shall number all the pages of the Technical proposal including the annexure and other attachments. All pages should be signed by the authorized signatory.
19. The Technical proposal shall include the following major sections:
    i) Section I - Solution proposed for Central Registry Solution
        - Understanding of Requirements
        - Overall Solution & Application Architecture
        - IT Infrastructure and Deployment Architecture
        - IT infrastructure- Security and Integration
    ii) Section II – Proposed Approach and methodology
        - Overall approach and methodology for all components including optional components
    iii) Section III – Work Plan
        - This section should include the detailed work plan
    iv) Section IV – Project Team
        - Staffing Plan
        - Number and Quality of people proposed for solution deployment
        - Number and Quality of people proposed for support
20. The other two major sections namely: Proof of capability / concept demonstration and Documentation & Presentation would be as per the demonstration made and the quality of documentation submitted.
21. Additional information directly relevant to the scope of services provided in the RFP may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. However, this information will not be considered for evaluation purposes.

11.2 Technical Evaluation Process

1. Since the requirements of CERSAI for implementing the Central Registry Solution are unique in terms of functional features, CERSAI intends to consider only those SI's who have the capability and competency, in terms of technical strengths, experience and financial stability to address the requirements of CERSAI to implement the Central Registry Application.
2. The bidders' Technical proposal proposed in the bid document is evaluated by CERSAI technical committee as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this RFP.
3. The Bidders are required to submit all required documentation in support of the evaluation criteria specified in the format specified in the RFP as required for technical evaluation.
4. CERSAI has the right to employ the services of external agencies, consultants, consulting organisations or individual experts to help CERSAI technical committee in evaluating the Technical proposals, capability demonstration or personal interviews, as elaborated in the subsequent sections. No conditions in the bidder's response in the contrary will be valid.
5. CERSAI may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications submitted by the Bidder on the Technical proposal should not have any commercial implications.
    i) All such clarifications will be sent to the contact persons indicated in the proposal by email.
    ii) The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, CERSAI has the right to make assumptions on the Technical proposal submitted by the bidder and if such assumptions lead to disqualification of the Technical proposal, CERSAI is not accountable for these omissions.
    iii) The responses by the bidders to the queries raised by CERSAI will be treated as part of the proposal by the respective bidders
    iv) If such clarifications are oral in nature, they will only be considered in the form of minutes of the meeting duly signed/agreed to by the all the participants.
    v) If any of the responses by the bidders to the queries sent by CERSAI has commercial implications, these commercial aspects will not be accommodated in the commercial evaluation process.
    vi) All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement for implementation between SI and CERSAI.
6. Technical Demonstration: CERSAI will invite each pre-qualified bidder to make a technical demonstration to CERSAI technical committee at a date, time and venue decided by CERSAI. The purpose of the demonstration will be to test the suitability of the proposed solution components to meet the requirements of CERSAI.
    i) The SI will demonstrate the proposed solution's ability to meet the specific requirements of the Central Registry Solution. This will be done by evaluating the technical demonstration of the solution. In a common parlance the FRS is equivalent of design specifications and technical demonstration for testing a

design. While Functional Requirement Specification (FRS) detailed in this RFP is the design specification, technical demonstration will be the test specification.

ii) The technical demonstration should target to address major Central Registry processes but in no way indicate or limit the scope of the functional requirements specifications of the proposed implementation at CERSAI.

iii) The result of the technical demonstration may result in the modification to the FRS, even if the bidder has indicated to the contrary.

iv) Cost and mechanism of technical demonstration shall be to the charge of bidder.

v) Bidders who prefer not to attend the technical demonstration on the specified date would not be given any further date for technical demonstration.

vi) The SI is expected to showcase a demo of the proposed solution covering functionalities with below considerations:

- The demo is expected on the same platform as proposed in the solution
- Volume of data to be as per the volume defined in the RFP for year 1
- Dummy registration screens with at least 3/7 tabs to be demoed
- The setup can be on a public cloud
- Search and query capability to be demoed on the proposed COTS product
- User concurrency to be factored as per the defined numbers in the RFP
- Script based (tool based) volume testing for search and query
- Data will be provided by CERSAI

vii) CERSAI technical committee may seek oral clarifications from the bidders during the demonstration. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process. All oral clarifications and oral responses provided by the bidders would be recorded and communicated to the bidder.

7. Personal Interview / discussion with the Project Team

i) CERSAI technical committee will have the right and the option to interview any or all the members of the Project Team, proposed by the bidder and whose profile is the basis of Technical Evaluation.

ii) These interviews can be either over telephone or in person.

iii) The focus of the interview will be to assess the quality of the experience of the team member, the depth of experience & expertise he/she brings in and the relevance of that expertise to CERSAI, etc.

iv) If there is a personal interview, it will be held at the headquarters of CERSAI at New Delhi, at a time and date to be indicated separately.

v) The bidder is required to bear the cost of travel of its members for these interviews, in case the team members need to travel from different places.

vi) The interview finding will be used for evaluating the profiles submitted by the bidders.

11.3 Technical Evaluation Methodology

1. CERSAI will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at CERSAI's discretion.
2. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned below.
3. Bidders will be asked to give demonstration of the envisaged solution to CERSAI as per the demo scripts which will be shared with the Bidders who qualify the Pre-Qualification Stage.
4. Each Technical Bid will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get a Technical score of 65% or more (prior to normalization) will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
5. Bidder should also score at least 65% in individual sections of Technical Evaluation as mentioned in Technical Evaluation Framework.
6. The Final Normalized technical score of the Bidder shall be calculated as follows:
   Normalized Technical Score of a Bidder = {Technical Score of that Bidder / Score of the Bidder with the highest technical score} X 1000 (adjusted to 2 decimals)
   Example:

Bidders	**Technical Score**	**Calculation**	**Normalized Technical Score**
Bidder 1	880	(880/950)*1000	926.3
Bidder 2	900	(900/950)*1000	947.3
Bidder 3	800	(800/950)*1000	842.1
Bidder 4	950	(950/950)*1000	1000

7. The Commercial bids of bidders who do not qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process.
8. CERSAI technical committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the financial bids.
9. The technically qualified bidders will be informed of the date and venue of the opening of the Commercial bids through a written communication.

11.4 Technical Evaluation Criteria

1. The Bidder's technical solution proposed in the Technical Evaluation bid document will be evaluated as per the evaluation criteria mentioned in the following table.

#	Evaluation Criteria	Total Marks	Minimum Qualifying Marks (Cut-off)
1.	Bidders' Credentials	100	>=65 (65%)
2.	Bidder's Experience	300	>=195 (65%)
3.	Proposed Solution	200	>=130 (65%)
4.	Approach & Methodology	100	>=65 (65%)
5.	Resource Planning	100	>=65 (65%)
6.	Demonstration & Presentation	200	>=130 (65%)
Total		**1000**	>= 650 (65%)

2. CERSAI (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

Bidders' Credentials			
S.No.	**Criteria**	**Details**	**Marks Allocated**
1	Turnover of Bidder	If the Turnover of the bidder is greater than INR 350 Crores in the last financial year ending 31st March 2015 ▪ >550 cr. = 100 ▪ >450 cr. to 550 cr. = 80 ▪ >=350 cr. to 450 cr. = 65	100
Total			**100**

Bidders' Experience			
S.No.	**Criteria**	**Details**	**Marks Allocated**
1	Experience in development and maintenance of large scale portals **hosted on cloud**	Experience of implementing / projects with similar functionalities as required in the Central Registry Solution, in India, **hosted on the cloud**, with a minimum of registered and active user base of 1 Lakh users, during the last five (5) years from the date of submission of bid. Number of project citations: ▪ >=5 citations = 100 ▪ 4 citations = 90 ▪ 3 citations = 80 ▪ 2 citations = 65	100

Bidders' Experience			
S.No.	**Criteria**	**Details**	**Marks Allocated**
2	Experience in implementing and maintaining COTS Enterprise Search Solutions	Experience in Implementing and maintaining enterprise search projects with a contract value of at least INR 50 Cr each in India in the last 5 years. ▪ 4 citations (at least 1 should be successfully completed) = 100, ▪ 3 citations (at least 1 should be successfully completed) = 80 , ▪ 2 citations (at least 1 should be successfully completed) = 65	100
3	Experience in large scale application integrations with eGovernance solutions and / or banking systems	Experience in large scale application integration projects in India, in the last 5 years ▪ 4 citations (at least 1 should be successfully completed) = 100, ▪ 3 citations (atleast 1 should be successfully completed) = 80 , ▪ 2 citations (atleast 1 should be successfully completed) = 65	100
Total			**300**

Proposed Solution			
S.No.	**Criteria**	**Details**	**Marks Allocated**
1	Solution/ Product Experience	Whether the proposed solution / framework / product is deployed and operational	30
2	Solution Architecture	Solution Architecture (including functional architecture, application architecture, integration architecture, security architecture, & Infrastructure architecture)	100
3	Tools & Technologies	Tools & Technologies proposed (NMS, App perf monitoring, CMS, mobility, helpdesk, integration layer etc.)	70
Total			**200**

Approach & Methodology			
S.No.	**Criteria**	**Details**	**Marks Allocated**
1	Understanding of Business & Scope of work and all aspect of the Project	Demonstrated level of understanding of the CERSAI business processes, the project purpose and scope of work.	30
2	Approach for Implementation	Approach for project implementation and bidder's plan for performing the required services as detailed in scope of work in the RFP	20
3	Proposed Project Governance	Proposed Governance Structure, clearly defined roles and	20

		responsibilities, escalation matrix, risk mitigation and interface between multiple stakeholders	
4	Setting up & running the large transaction systems	Approach for Setting up & running the large transaction systems	10
5	SLA Compliance	Approach for ensuring SLA compliance and also for improving SLAs on a continuous basis	10
6	Value Addition	How will the bidder add value to CERSAI operations and continuously help in improving the operations through their solution	10
Total			**100**

Resource Planning			
S.No.	**Criteria**	**Details**	**Marks Allocated**
1	Resource Deployment Plan	Bidder would be evaluated for Resource Deployment Plan	40
2	Project Manager	Should fulfil basic minimum qualification as mentioned in subsequent table in terms of ▪ Qualification & Certification ▪ Total experience ▪ Experience in similar assignments	20
3	Domain Expert		10
4	Solution Architect		10
5	Infrastructure Expert		10
6	Database Expert		10
Total			**100**

Following table specifies the minimum qualification required for Key Positions identified for this project. CVs to be submitted as per format attached in Form XXVIII: Format for CVs

#	Position	Minimum Qualifications
1.	Project Manager	▪ Education: Full Time MBA/MCA/ M. Tech & B. Tech / B.E. from a reputed institute ▪ Total Experience: At least 10 years in IT domain ▪ Should have more than 5 years of experience of handling such large projects as a project manager ▪ Languages known (Read, Write and Speak): Hindi, English ▪ Excellent writing, communication, time management and multi-tasking skills
2.	Subject Matter Expert	▪ Education: Full time MBA/ PGDM ▪ Total Experience: At least 5 years ▪ Should have experience of more than 1 large project of similar nature in Finance Domain

#	Position	Minimum Qualifications
3.	Solution Architect	▪ Education: Full time MCA/ M. Tech/ B. Tech / B.E. from a reputed institute ▪ Total Experience: At least 5 years in IT domain ▪ Should have experience of more than 3 years as Solution Architecture in large projects of similar nature
4.	Infrastructure Expert	▪ Education: Full time MCA/ M. Tech/ B. Tech / B.E. from a reputed institute ▪ Total Experience: At least 5 years in IT domain ▪ Should have experience of more than 3 years as Infrastructure Expert in large projects of similar nature
5.	Database Expert	▪ Education: Full time MCA/ M. Tech/ B. Tech/ B.E./ Certified DBA ▪ Total Experience: At least 5 years in IT domain ▪ Should have experience of more than 3 years as a Database Administrator in large projects of similar nature with experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc.

Demonstration & Presentation			
S.No.	**Criteria**	**Details**	**Marks Allocated**
1	Demonstration of business processes	Demonstration of business processes as specified by CERSAI	150
2	Presentation		50
Total			**200**

12 Commercial Proposal

12.1 Commercial Proposal Guidelines

1. Commercial proposal to include the covering letter as given at Form XXIV: Commercial Proposal Cover Letter
2. Unless explicitly indicated, the bidder must not include any technical information regarding the services in the Commercial proposal.
3. As part of the commercial proposal, the bidders shall mandatorily quote for all the components as mentioned in the RFP.
4. The Commercial proposal must be detailed and must cover each year of the project term. The Commercial proposal must be summarized by completing the pricing matrices which are mentioned below.
5. Commercials for all components should be valid and firm for the entire duration of the project.
6. During the proposal preparation the bidder shall review the indicative list of available Hardware and System Software as provided in the RFP and propose necessary infrastructure (including software and hardware), in its technical and commercial bid, required for implementation of the Central Registry Solution. The Infrastructure proposed by the bidder must address the functional and technical requirements as stated in this RFP. The bidder shall be solely responsible for any financial implications on items not quoted in the proposal and which are required for implementation and operationalization of the Project.
7. CERSAI reserves the right to procure the components/services listed in this RFP in whole or in part. The payment by CERSAI to the SI shall be made only against the actual services availed by CERSAI.
8. The price mentioned in the letter of intent issued to SI shall be the only payment, payable by CERSAI to the SI for completion of the obligations by the SI as per the letter of intent, subject to the terms of payment specified in the letter of intent issued to the SI.
9. Cost quoted for the software (both system & application) must include all cost including the cost of procurement, customization, configuration and implementation etc. according to CERSAI requirements and its maintenance for the entire project duration.
10. Cost quoted for the hardware must include the cost of procurement, supply at site, installation and configuration according to CERSAI requirements and its maintenance for the entire project duration.
11. The Bidders are advised not to indicate any separate discount. Discount, if any, must be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose of this RFP.
12. The bidder must quote the prices strictly in the manner as indicated in the RFP, failing which bid is liable for rejection. The rate/cost shall be entered in words as well as in figures.
13. The bidders are required to distinctly mention nature, percentage and amount of applicable tax/duties/levies in appropriate columns.
14. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications. No upward adjustment of the commercial price (to be mentioned in the letter of intent) shall be made on account of any variations except for service tax

component. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

15. The rates quoted are exclusive of service tax or any other tax levied by the central government in lieu of service tax and the same will be payable by CERSAI over and above the payment schedule.
16. If any of the service component is priced as bundled within any of the other priced component submitted by the bidder, the bidder cannot un-bundle it and price it separately after the Commercial bids are opened or during the period of the agreement for implementation of the Central Registry Solution.
17. The services provided towards change requests will be quoted as a blended per-person-month rate by the bidder.
18. Prices must be quoted entirely in Indian Rupees and must be inclusive of applicable rates, taxes & out of pocket expenses (including travel cost, boarding & lodging, DA, local conveyance etc.) except for service tax.
19. Correction of Error
    i) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to CERSAI. All corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
    ii) Arithmetic errors in proposals will be corrected as follows:
        - In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
        - In case of discrepancy between the cost quoted in the pricing summary sheet for a component and the total cost provided for the component in the detailed cost break up sheet, the detailed cost break up sheet for the component will be considered.
        - In case of discrepancy between the total price given for a line item / component and the calculated total price (number of units multiplied by the cost per unit for that line item), the total price given for a line item / component will be considered.
        - The amount stated in the commercial proposal, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.
    iii) The amount stated in the Commercial proposal will be adjusted by CERSAI in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Financial Proposal, its Proposal will be rejected and EMD of the bidder will be forfeited.
20. No adjustment of the price quoted in the Commercial proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the agreement. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the agreement.
21. The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go Live, delivery charges and any other charges as applicable.

22. All costs incurred due to delay of any sort, shall be borne by the Bidder.
23. CERSAI reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
24. CERSAI reserves the right to ask the Bidder to submit analysis of rate and data sheet for the rates quoted in the Commercial bid by the bidder
25. If the price for any of the services is not explicitly quoted in the commercial bid or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted, and CERSAI has the right to source services for which no price was quoted or quoted as zero, at no additional price.
26. If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the agreement.
27. The commercial bid should be provided per the formats below this RFP.
28. Commercial bid of a bidder will be declared non-responsive if the bidder has proposed components in the price bid which are different from the solution as mentioned in the technical bid.

12.2 Fall Clause

1. If the software & hardware or any parts of that in any of its forms being offered by the bidder has been supplied / contracted with any organization, public / private in India, the bidder is required to give a written undertaking that the company has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India or any private or Public Sector organization and if the similar system has been supplied at a lower price than the details regarding the cost, time of supply and quantities be included as part of the commercial offer.
2. In case of non-disclosure, if it is found at any stage that the similar system or sub-system was supplied by the bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, will be applicable to the present case and, with due allowance for elapsed time, the difference in the cost would be refunded to CERSAI, if the agreement has already been concluded.
3. The bidder is requested to use Form XXV: Fall Clause Undertaking of this volume for the undertaking on Fall Clause.
4. The Fall Clause is applicable to all the separately priced items individually, including the prices for the third party solutions / components

12.3 Opening of Commercial Bids

1. Only those bidders whose technical bids have been found substantially responsive would be intimated by CERSAI about their responsiveness. The Commercial bids would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective bidders.
2. The bidder names, the bid prices, the total amount of each bid and such other details as CERSAI may consider appropriate, will be announced and recorded at the opening.

12.4 Evaluation of Commercial bids

1. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
2. The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at CERSAI's discretion.
3. Commercial Bids that are not meeting the condition mentioned below shall be liable for rejection:
    i) Commercial Bids that are less than 30% of the average bid price (excluding all applicable taxes) will be disqualified (the average bid price is computed by adding all Financial Bid values of ALL the qualified bidders and dividing the same by the number of bidders).
    ii) Capital cost components of price quoted for this proposal should not exceed 50% of total price quoted (excluding all applicable taxes).
4. The Normalized commercial score of the technically qualified bidders will be calculated, while considering the Commercial quote given by each of the Bidders in the Commercial Bid as follows:
    i) Normalized Commercial Score of a Bidder = {lowest discounted quote / Bidders discounted quote} X 1000 (adjusted to 2 decimals)
    ii) The discounted quote is the net present value (NPV) of total cash outflow for CERSAI for five years discounted at 10%.

    Example:

Bidders	**Discounted Commercial quote given by Bidders (In lakhs)**	**Calculation**	**Normalized Commercial Score**
Bidder 1	110	(110/110)*1000	1000
Bidder 2	140	(110/140)*1000	785.7
Bidder 3	160	(110/160)*1000	687.5
Bidder 4	130	(110/130)*1000	846.1

5. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
6. Any conditional bid would be rejected

12.5 Commercial Proposal Forms

12.5.1 Total Cost of Ownership (TCO)

S.No.	Commercial Bid Line Item	Total Price in INR	Total Amount in Words
1.	Capital Expenditure (CAPEX)		
2.	Operational Expenditure (OPEX)		
3.	Additional Manpower Cost		
Total Cost of Ownership (Inclusive of Taxes)			
Less cost of Buyback of Existing Hardware			
Total TCO (inclusive of applicable Taxes)			

12.5.2 Capital Expenditure (CAPEX)

S.No.	Commercial Bid Line Item	Base Price in INR	Applicable Taxes	Total Price in INR	Total Amount in Words
1.	Solution Development (one time)				
2.	COTS Licenses (as applicable)				
2.1	Product 1				
2.2	Product 2				
2.3	Product n …				
3.	Third Party Code Review				
4.	Facility Management (one time setup)				
5.	Training				
Total CAPEX Inclusive of Taxes					

12.5.3Operational Expenditure (OPEX)

S.No.	Commercial Bid Line Item	Unit	Base Price in INR	Applicable Taxes	Total Price in INR	Total Amount in Words
1.	Application Support & Maintenance					
2.	Help-Desk					
3.	Facility Management					
4.	COTS ATS					
4.1	Product 1					
4.2	Product 2					
4.3	Product n …					
5.	Third Party Code Review					
6.	Private Cloud Hosting					
7.	Training					
Total Cost Inclusive of Taxes						

12.5.4 Private Cloud Hosting Services (PaaS)

12.5.4.1Web Layer

Component	Details	Considerations	Year 1	Year 2	Year 3	Year 4	Year 5
Web Server Licensing details			**Cost :**	**Cost :**	**Cost :**	**Cost :**	**Cost :**
Type of Server		Virtual	**Quantity:**	**Quantity:**	**Quantity:**	**Quantity:**	**Quantity:**
No of Cores							
No of CPUs							
Clock speed for CPUs							
RAM (in GB)							
Storage (in GB) – In Server							
Security considerations – Host level config details							

12.5.4.2 App Layer

Component	Details	Considerations	Year 1	Year 2	Year 3	Year 4	Year 5
App Server Licensing details			**Cost :**	**Cost :**	**Cost :**	**Cost :**	**Cost :**
Type of Server		Virtual	**Quantity:**	**Quantity:**	**Quantity:**	**Quantity:**	**Quantity:**
No of Cores							
No of CPUs							
Clock speed for CPUs							
RAM (in GB)							
Storage (in GB) – In Server							

Component	Details	Considerations	Year 1	Year 2	Year 3	Year 4	Year 5
Security considerations – Host level config details							

12.5.4.3 DB Layer

Component	Details	Considerations	Year 1	Year 2	Year 3	Year 4	Year 5
DB Server Licensing details			**Cost :**	**Cost :**	**Cost :**	**Cost :**	**Cost :**
Type of Server		Physical	**Quantity:**	**Quantity:**	**Quantity:**	**Quantity:**	**Quantity:**
No of Cores							
No of CPUs							
Clock speed for CPUs							
RAM (in GB)							
Storage (in GB) – In Server							
Security considerations – Host level config details							

12.5.4.4 COTS Products (Search, EMS, Reporting etc.)

Component	Details	Considerations	Year 1	Year 2	Year 3	Year 4	Year 5
Search / EMS / Reporting Licensing details			**Cost :**	**Cost :**	**Cost :**	**Cost :**	**Cost :**
Type of Server		Virtual	**Quantity:**	**Quantity:**	**Quantity:**	**Quantity:**	**Quantity:**
No of Cores							
No of CPUs							
Clock speed for CPUs							

Component	Details	Considerations	Year 1	Year 2	Year 3	Year 4	Year 5
RAM (in GB)							
Storage (in GB) – In Server							
Security considerations – Host level config details							

12.5.4.5 Security

Component	Details	Considerations	Year 1	Year 2	Year 3	Year 4	Year 5
Storage Type			**Cost :**	**Cost :**	**Cost :**	**Cost :**	**Cost :**
Storage (in GB) – SAN/NAS			**Quantity:**	**Quantity:**	**Quantity:**	**Quantity:**	**Quantity:**
Security considerations – Firewall (dedicated firewall with UTM functionality in HA, separate pair of firewalls for MZ and DMZ), Load Balancer etc. Config details							
Internet Considerations - Internet leased line provisioned at DC and DRC should be DDOS and WAF protected as a service							

12.5.4.6 Network

Component	Details	Considerations	Year 1	Year 2	Year 3	Year 4	Year 5
Router Colocation Charges (per u)			**Cost :**	**Cost :**	**Cost :**	**Cost :**	**Cost :**
Cross Connect Charges (per link leased line / MPLS termination)			**Quantity:**	**Quantity:**	**Quantity:**	**Quantity:**	**Quantity:**
VLAN extension & Port Extension Charges (per unit)							
* Leased line may be required by various banks and financial institutions to connect to the DC & DRC							

12.5.5Additional Manpower Cost

CERSAI wants the bidder to provide the cost of additional person rate inclusive of travel, boarding and lodging costs. The cost is required for the following types of resources and that cost will be multiplied with the person-days written alongside. The utilization of the cost during the project (including 6th & 7th Year) is the sole discretion of CERSAI but the cost will be used for evaluation purpose.

S.No.	Type of Resource	Required education, experience and skill set	No. of Man Months	Rate per Man month in INR	Applicable Taxes	Total Price in INR (inclusive of Taxes)
1.	Functional Resource	▪ Full time MBA/ PGDM in related functional domain ▪ Average experience should be of 5 years ▪ Should have handled at least two assignments of similar nature	**50**			
2.	Technical Resource	▪ Full time MCA /B. Tech / BE ▪ Average experience should be of 5 year ▪ Should have handled at least two assignments of similar nature	**50**			
Total Cost						

13 Overall Evaluation

1. CERSAI intends to issue the 'Letter of Intent' to the bidder whose proposal has been determined as the best value proposal based on Technical and Commercial evaluation criteria.
2. The final score will be calculated through Quality and Cost selection method based with the following weight-age:
   i) Technical: 70%
   ii) Commercial: 30%

   Final Score = (0.70*Normalized Technical Score) + (0.30* Normalized Commercial Score)

   Example:

Bidders	Normalized Technical Score	Normalized Commercial Score	Final Score (70:30)
Bidder 1	926.3	1000	948.4
Bidder 2	947.3	785.7	898.8
Bidder 3	842.1	687.5	795.7
Bidder 4	1000	846.1	953.8

   The bidder with the highest Final score shall be treated as the Successful bidder.
   In the above example, Bidder-4 will be treated as successful bidder.

3. The bidders would be ranked in accordance with the Evaluated Bid Score. The highest Evaluated Bid Score bidder will be eligible for receiving the work order.
4. In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

14 Award of Contract

14.1 Notification of Award

1. CERSAI will notify the successful Bidder in writing by e-mail followed by courier, to be confirmed by the Bidder in writing by email followed by courier.

14.2 Signing of Agreement

1. At the same time as CERSAI notifies the successful bidder that its proposal has been accepted, CERSAI shall enter into an agreement, incorporating all agreements (to be discussed and agreed upon separately) between CERSAI and the successful bidder. The Model agreement (Draft Agreement) is provided in RFP.
2. The successful bidder shall submit a fresh undertaking of not being blacklisted as on date of the signing of the agreement (As per Form VIII: Undertaking of not being black listed).
3. CERSAI shall have the right to annul the award in case there is a delay of more than 30 days in signing of agreement, for reasons attributable to the successful bidder.
4. CERSAI does not commit to buy all the items in the quoted price for which pricing has been sought. Out of the various priced items of the Commercial proposal, CERSAI will have the option and the right to buy any combination of services or items. The priced items which CERSAI intends to buy will be included in the commercial agreement with the successful bidder.
5. During the period of the agreement, CERSAI could buy any of those items which are not included in the agreement and which are part of the quoted price of the bidder. CERSAI will have the right to buy those services at the same rate for which the bidder was selected as the successful bidder. The Price quote for all the services indicated in the quote will be valid for the complete period of agreement.
6. Once an agreement is signed with the successful bidder based on the Commercial proposal, no adjustment of the agreement price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the agreement.
7. The Agreement price arrived at, on the basis of selection of a price of the successful bidder, shall be the only payment, payable by CERSAI to the bidder for completion of the contractual obligations by the successful bidder under the Agreement, subject to the terms of payment specified in this document. The price would be inclusive of all taxes, duties, charges and levies as applicable.

14.3 Failure to agree with the Terms and Conditions of the RFP

1. Failure of the successful bidder to agree with the Terms & Conditions of the RFP within 30 days period shall constitute sufficient grounds for the annulment of the award, in which event CERSAI may award the agreement to the next best value bidder or call for new proposals and invoke the PBG.

14.4 Performance Bank Guarantee

1. The successful Bidder shall at his own expense deposit with CERSI, within fifteen (15) working days from the date of issuance of PO / LoI, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a bank acceptable to CERSAI, in the

format prescribed in Form XXVI: Performance Bank Guarantee, payable on demand, for the due performance and fulfilment of the contract by the bidder.

2. This Performance Bank Guarantee will be for an amount equivalent to 10% of total contract value. PBG shall be invoked by CERSAI in the event the Bidder:
    i) Fails to meet the overall penalty condition as mentioned in the RFP or any changes agreed between the parties,
    ii) Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of CERSAI,
    iii) Misrepresentations of facts/information submitted to CERSAI.
3. The performance bank guarantee shall be valid for a period of Six (6) Months from the completion of the contract.
4. The performance bank guarantee may be discharged/returned by CERSAI upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
5. In the event of the Bidder being unable to service the contract for whatever reason, CERSAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of CERSAI under the contract in the matter, the proceeds of the PBG shall be payable to CERSAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. CERSAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.
6. CERSAI shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
7. In case the project is delayed beyond the project schedule as mentioned in the RFP, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in the RFP.
8. This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Go-Live' + 60 months + 6 months for the Solution.
9. On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate will be issued and the PBG will be returned to the Bidder.

14.5 Warranty & Maintenance

1. Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of Sixty months from the date of go-live i.e. "Go-Live" + 60 months. "Go-live" is the date on which the proposed solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of CERSAI.
2. During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/ models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
3. CERSAI or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to CERSAI and within time specified and acceptable to CERSAI.
4. If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, CERSAI may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which CERSAI may have against the bidder under the contract.
5. During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to CERSAI.
6. The successful bidder hereby warrants CERSAI that:
    i) The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the contract.
    ii) The proposed integrated solution will achieve parameters delineated in the technical specification/ requirement.
    iii) The successful bidder will be responsible for warranty services from licensers of products included in the systems.
    iv) The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

15 Master Service Agreement

This Master Services Agreement along with all its Schedules, Annexures and Appendices (hereinafter referred to as the "**Agreement/MSA**",) is made on this <<day>> day of <<month>>, 2015 by and between:

i) **Central Registry of Securitisation Asset Reconstruction and Security Interest of India, 5th Floor, MTNL Telephone Exchange Building, 8,Bhikaji Cama Place, New Delhi – 110066** (hereinafter called the '**CERSAI',** which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office or assign) being the Party of the FIRST PART;

AND

ii) ____<name of the company>____, a company registered under the Indian Companies Act, 1956 having its registered office at ____<address>_____ and place of business at __<address>__(hereinafter referred to as "**System Integrator" / "SI**", which expression, unless excluded by or repugnant to the context deemed to include its successors, administrators and assigns) represented through its __<Name & designation of authorized person>____, who is duly authorized to sign, execute vide a board resolution dated <<date>> passed by its board of directors being the Party of the SECOND PART.

CERSAI and System Integrator shall independently be called as "Party" and jointly as "Parties".

WHEREAS

1. CERSAI intends to implement a Central Registry Solution for its operations ("Project").
2. In furtherance of the Project, CERSAI undertook the selection of a suitable System Integrator through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated <***> for Selection of System Integrator for Implementation and Maintenance of Central Registry Solution and subsequent corrigendum thereto (together the "RFP") ;
3. The System Integrator has been selected as the successful bidder by CERSAI vide its Letter of Award dated .....to undertake and implement the Central Registry Solution involving development, testing, certification and auditing of the solution, its implementation & roll out and providing operations and maintenance support of the project and desired service levels, on the basis of the proposal dated <DD/MM/YYYY> submitted by SI in response to the RFP as set out in Annexure ..... ("Proposal") to this Agreement
4. Parties now wish to enter into this Agreement to govern their mutual rights and obligations with respect to the provision of goods and services implementation of the Project.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

15.1 Definitions and interpretations

15.1.1 Definitions: In this Agreement, unless the context otherwise requires

1. **"Acceptance"** - Software, Solution, or any other Deliverable shall be considered to have been accepted by CERSAI, subsequent to its Commissioning and Testing, when all the activities as defined in the RFP and in the Agreement have been successfully executed and completed by the SI and CERSAI has indicated his acceptance by signing the Acceptance Certificate.
2. **"Acceptance Certificate"** - means that document issued by CERSAI signifying Acceptance of the Software, Solution, or any other Deliverable pursuant to the successful completion of the Acceptance Test of the System.
3. **"Agreement/MSA"** means this Master Services Agreement together with all the Schedules, Annexures, the RFP, Proposal, the Letter of Intent issued by CERSAI, the acceptance letter from the SI together with the schedules and any addendums, corrigendums issued and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of this Agreement.
4. **"Agreement Value"** means [_____] i.e. the amount quoted by the SI (inclusive of taxes) in its commercial proposal.
5. **"Applicable Laws"** includes all applicable statutes, enactments, acts of legislature or laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, requirement or other governmental restriction and orders or judgements of any Governmental authority, tribunal, board, court or other quasi-judicial authority 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 execution of this Agreement and during the subsistence thereof, applicable to the Project.
6. **"Assets"** shall have the same meaning ascribed to it in Clause 15.5.1;
7. **"Bill of Material"** or **"BoM"** means the bill of material regarding Central Registry Solution provided by SI in its Proposal, stating the prices and the quantity of the materials to be procured by the SI (on behalf of CERSAI) in pursuant to the specifications more elaborately stated in RFP and also stated in Schedule VII of this Agreement.
8. **"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;
9. **"CERSAI' s Representative"** means the person or the persons appointed by CERSAI from time to time to act on its behalf for overall coordination, supervision and project management.
10. **"Project"** means Central Registry Solution involving the System Design, Development, Customization, Configuration, Implementation, Operations, Management and Maintenance, training services and provision of all services and

deliverables across all the identified locations as per the terms and conditions laid in the RFP and provision of services in conformance to the SLA;

11. **"Confidential Information"** means all information as including CERSAI 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 CERSAI or its nominated agencies which is disclosed to or otherwise learned by the SI 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);
12. **"CERSAI Data"** shall mean any record, transaction, document and information related to the Project which includes, but not limited to, any matter or thing tangible or intangible, factual, fictitious or imaginary, hypothetical or abstract, known or unknown, accurate or inaccurate provided by CERSAI to SI and includes any thought, form or substance, or knowledge proposition or opinion supplied or recorded by man or machine and prepared, stored or transmitted in computer readable form and shall include information. However, the ownership of all the CERSAI Data belongs to CERSAI and SI would merely handle the data on behalf of CERSAI.
13. **"Data Centre**" or **"DC"** means the primary centre where Data, software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup power supplies, redundant data communications, environment controls and security devices and other services as detailed in Schedule VII are housed and operated from.
14. **"Disaster Recovery Centre"** or **"DR"** means the centre that is designed to act as the Data Center on occurrence of a disaster / non-functioning of the DC.
15. **"Deliverables"** means software, the products, infrastructure, licenses and services agreed to be procured by the System Integrator in pursuance of the Agreement as elaborated in the RFP and includes all documents related to the solution, user manual, technical manual, designs, process documentations, the artifacts, the training materials, process and operating manuals, service mechanisms, policies and guidelines, inter alia payment and/or process related etc., source code and all their respective modifications;
16. **"Effective Date"** means the date on which the Agreement is executed by both the Parties.
17. **"Equipment"** means the computer hardware, machinery, electronic items, networking equipment, switches, routers, cables, and other tangible equipments/goods/items etc. used for the Project and includes their user manuals, technical manuals, operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related) and all its modifications, provided or to be provided by SI to CERSAI under this Agreement, pursuant to the Agreement.
18. **"Force Majeure"** shall have the same meaning ascribed to it in Clause 15.20 of the Agreement;
19. **"Intellectual Property Rights"** means any patent, design, trademark , trade name, trade secret, and copyrights, moral rights, permit, service marks, brands, proprietary information, knowledge, technology, licenses, know how rights in databases and software including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration)) and includes other form of intellectual property right, title, benefits or interest

whether arising before or after the execution of this Agreement and the right to ownership and registration of these rights

20. **"Notice"** means:
    i) a notice; or
    ii) a consent approval or other communication required to be in writing under this Agreement, to be served at the addresses as given under Clause 15.24.6hereunder.
21. **"OEM"** or "Original Equipment Manufacturer" means the original manufacturer and owner of the Intellectual Property Rights of any Software or Equipment to be used in the Project and to which CERSAI has been granted license to use.
22. **"Term"** means the period of the Agreement commencing from the Effective Date and continuing till the last day of Operations and Maintenance Service, or the date of termination, in case of earlier termination of the Agreement.
23. **"Parties"** means CERSAI and the SI and the term 'Party' means either of the Parties.
24. **"Proposal"** shall have the meaning ascribed to such term in WHEREAS clause of this Agreement.
25. **"Performance Guarantee"** and **"Performance Bank Guarantee"** shall mean the guarantee provided by a Nationalized Bank to CERSAI on behalf of the System Integrator for the amount specified in "Payment Terms and Schedule" of the RFP;
26. **"Project Assets"** means the assets, Equipment, sub-systems, hardware, Software, products, Solution, accessories and/or other material/items mentioned in the Scope of Work procured and/or developed by the SI for the purpose of the Project, pursuant to this Agreement.
27. **"Project Data"** means all proprietary data of the PROJECT generated out of Project operations and transactions, documents and related information including but not restricted to user data which the System Integrator obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement and the SLA;
28. **"Project Location"** shall include all CERSAI sites that will require setup of IT and Non-IT infrastructure for smooth operations of the Central Registry Solution and that will be connected to the Data Centre sites.
29. **"Project Implementation phase"** means Project Implementation phases as per the RFP;
30. **"Go-Live"** means the date on which the proposed Central Registry Solution is successfully implemented at locations as specified in the RFP and all the acceptance tests & certifications as defined in the RFP are successfully concluded to the satisfaction of CERSAI.
31. **"Service Specifications"** means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Agreement as well as those specifications relating to Industry standards and codes applicable to the performance of the Services and Scope of Work, work performance quality and the specifications affecting the Services and Deliverables or any additional specification required to be produced by the SI to meet its obligations under this Agreement.
32. **"Stabilization Phase"** means the period after go-live of a particular phase and would last for a duration of One (1) month as specified in the RFP subject to meeting the requirements of the RFP

33. **"Proprietary Information"** means processes, methodologies and technical and other information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under this Agreement, or the SLA;
34. **"Request for Proposal/(RFP)"** means the documents containing the general, technical, functional, commercial and legal specifications for the implementation of the Central Registry Solution issued respectively and as different Annexures, Appendices and Forms and includes the clarifications, explanations, minutes of the meetings, corrigendums and amendments issued from time to time during the bidding process and on the basis of which SI has submitted its Proposal.
35. **"Replacement System Integrator"** means any third party that CERSAI may appoint to replace the System Integrator upon expiry of the Term or otherwise termination of this Agreement or the SLA to undertake the Services or part thereof;
36. **"Service Level"** means the level of service and other performance criteria which will apply to the services delivered by the SI as set out in Annexure B to this Agreement.
37. **"Service Level Agreement (SLA)"** means the Performance and Maintenance SLA, executed by and between System Integrator and CERSAI, in terms of the Service Level Requirements as per the model set out in Schedule X of this Agreement;
38. **"Scope of Work"** means all Project Assets and Services, and any other Deliverables as required to be provided by the SI as specified in the RFP and this Agreement.
39. **"SI"** or **"Lead Bidder"** shall have the meaning ascribed to such term in Parties clause of this Agreement and shall be deemed to include the SI's successors, representatives (approved by CERSAI), heirs, executors, sub-contractors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Agreement. The word SI when used in the pre-award period shall be synonymous with parties bidding against this RFP
40. **"SI's Team"** means the SI and its authorized partners/agents and representatives or other personnel employed or engaged either directly or indirectly by the SI to provide Project Assets and Services to CERSAI under the scope of this Agreement.
41. **"Services"** means the services to be performed by the SI as per the requirements/conditions specified in the Agreement and the RFP using the tangible and intangible assets created, procured, installed, managed and operated by the System Integrator including the tools of information and communications technology as mentioned in the Agreement and includes but is not limited to the list of services specified in the RFP. In addition to this, the definition would also include other related / ancillary services to the Scope of Work.
42. **"System"** means integrated system/solution emerging out of all the Project Assets and Services indicated in the Scope of Work and covered under the scope of each Work Order issued by CERSAI.
43. **"Solution"** means all the hardware, equipment, servers, third party tools, databases, and middleware software and the COTS software, provided by SI to meet the functional and technical requirements of CERSAI and required to make it work as complete Central Registry Solution.
44. **"Software"** means the software designed, developed / customized, tested and deployed by the SI 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 the Project) and proprietary software components and tools deployed by the SI;

45. **"Timelines"** means the timelines for performance of scope of work as described in the RFP;
46. **"Third Party Solution"** means Systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which System Integrator or CERSAI has been granted a license to use.
47. **"Working Day"** means any day on which any of the office of CERSAI will be functioning, including gazetted Holidays, restricted holidays or other holidays, Saturdays and Sundays.
48. **"Work Order"** means the work order(s) issued from time to time by CERSAI to the SI to provide Project Assets and Services as per the terms and conditions of this Agreement.

15.2 Interpretation

In this Agreement, unless otherwise specified:

1. Unless otherwise specified, a references to clauses, sub-clauses, or section is a reference to clauses, sub-clauses, or section of this Agreement including any amendments or modifications to the same from time to time;
2. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders;
3. references to a **'company'** shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
4. Words denoting to a **'person'** shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
5. 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;
6. Any reference to a **'day'** (including within the phrase **'business day'**) shall mean a period of 24 hours running from midnight to midnight;
7. References to a **'business day'** shall be construed as a reference to a day (other than a Sunday) on which CERSAI Corporate office is generally open for business;
8. References to times are to Indian Standard Time;
9. 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
10. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
11. System Integrator (SI) or Implementation Agency (IA) has been used for the same entity i.e. bidder selected for the project.

12. Unless otherwise expressly stated, the words **"herein"**, **"hereof"**, **"hereunder"** and similar words refer to this Agreement as a whole and not to any particular Article or Schedule. The words **"include"** and **"including"** shall not be construed as terms of limitation;
13. The words **"in writing"** and **"written"** mean **"in documented form"**, whether electronic or hard copy, unless otherwise stated. Any reference to attorneys' fees shall include fees of the professional assistants of such attorneys;
14. References to **"installation"** include investigation, design, engineering, procurement, delivery, installation, processing, testing, and commissioning;
15. References to **"implementation"** include investigation, design, engineering, procurement, delivery, installation, processing, testing, and commissioning;
16. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or novated at the time of such reference;
17. Any agreement, consent, approval, authorization, notice, communication, Information or report required under or pursuant to this Agreement from or by any Party or the independent engineer and/or a statutory auditor and/or any other authority shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or the independent engineer and/or statutory auditor or any other authority, as the case may be, in this behalf and not otherwise;
18. Unless otherwise stated, any reference to any period commencing **"from"** a specified day or date and **"till"** or **"until"** a specified day or date shall include either such days or dates;
19. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase having corresponding meanings;
20. A reference to the Agreement shall, unless the context otherwise requires, includes a reference to its Annexures, Schedules and every other documents forming part of this Agreement. If a term of this Agreement requires things to be done, undertaken or completed under the Agreement, the same, if relevant, shall, unless the context otherwise require, mean to include such things to be done, undertaken or completed under the relevant Schedules, Annexures of this Agreement.

15.3 Reference to the Agreement

1. 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.

15.4 Ambiguities and Discrepancies within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

1. 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;
2. Between the provisions of RFP and any Corrigendum issued thereafter, the provisions of the Corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFP;

3. As between the provisions of this Agreement and the RFP and the Proposal, this Agreement shall prevail; and
4. As between the provisions of this Agreement and the Schedules/Annexures, CERSAI shall have the right to determine which provisions shall prevail and SI shall be obliged to abide by the decision of CERSAI
5. As between any value written in numerals and that in words, the value in words shall prevail.

15.5 Agreement Documents

The following documents shall be deemed to form and be read and construed as part of the Agreement,

1. This Agreement and all the attached Schedules and Annexures
2. The RFP, the addenda, corrigenda and pre-bid clarifications issued subsequent to the release of RFP and attached as Annexure I.
3. The undertakings submitted by the SI as part of the bid response and attached as Annexure II.
4. The Technical Proposal dated MM/DD/YY submitted by SI, subsequent clarifications submitted by SI and the technical presentation submitted by the SI in response to the RFP and attached as Annexure III.
5. The Commercial bid proposal submitted by the SI in response to the RFP dated XXXX and attached as Annexure IV.
6. Letter of Award of Offer for the SI No: XXXX and dated XXXX and attached as Annexure V.
7. The Acceptance of Letter of Award by the SI;
8. The Corporate Non-disclosure agreement, individual Non-disclosure document and any other document to be submitted by the SI and appended to this Agreement.

In the event of any ambiguity or conflict between the Agreement Documents listed above, the order of precedence shall be the above chronological order in which the Agreement Documents are listed, provided the Terms of this Agreement and Schedules attached thereof take precedence over all other documents as listed above.

15.6 Structure

15.6.1 Obligations under the SLA

1. The SI shall accomplish the Scope of Work under this Agreement and the RFP as per the Timelines and as per the Service Level mentioned in Annexure B. If the SI fails to achieve the Timelines due to reasons attributable to it, or if it fails to achieve the Service Levels (in the SLAs) for any reason whatsoever, the SI shall be liable to pay liquidated damages as mentioned in the RFP.
2. In case the SI is not solely liable for the breach of Timelines, amount of liquidated damages shall be deducted on proportionate / pro rata basis depending upon the SI's extent of fault in such breach of Timelines.
3. CERSAI shall have the right to determine such extent of fault and liquidated damages in consultation with SI. Payment of liquidated damages shall not be the sole and exclusive remedies available to CERSAI and the SI shall not be relieved from any obligations by virtue of payment of such liquidated damages.

4. The liquidated damages will be capped as mentioned in this Agreement. If the liquidated damages cross the cap specified, CERSAI shall have the right to terminate this Agreement for breach and consequences for such termination as provided in this Agreement shall be applicable.

15.6.2 Change of Control

1. In the event of a change of control of the System Integrator during the Term, the System Integrator shall promptly notify CERSAI and/or its nominated agencies of the same in the format set out as Annexure ….. of this Agreement.
2. In the event that the net worth of the surviving entity is less than that of System Integrator prior to the change of Control, CERSAI or its nominated agencies may within 30 days of becoming aware of such change in Control, require a replacement of existing Performance Guarantee (with same or higher value) furnished by the System Integrator from a guarantor acceptable to CERSAI or its nominated agencies (which may or may not be System Integrator or any of its associated entities).
3. If such a guarantee is not furnished within 30 days to CERSAI or its nominated agencies requiring the replacement, CERSAI may exercise its right to terminate this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
4. Pursuant to termination, the effects of termination as set out in Clause 15.18.2 of this Agreement shall follow.
5. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the System Integrator 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.

15.7 Term and duration of the Agreement

1. This Agreement shall come into effect on <***> 20--- (hereinafter the 'Effective Date') and continue for a period of five years from the date of Go-Live ("Term") extendable at the option of CERSAI for a period up to two years (or part thereof) on mutually agreed terms and conditions . The Term, for the purposes of any payments to SI, does not include (a) any extension arising out of breach of any obligations by SI, (b) unless otherwise agreed, time duration for implementation of exit management plan.

15.8 Conditions precedent

15.8.1 Payment obligations to take effect upon fulfilment of Conditions Precedent

1. Subject to express terms to the contrary, the rights of the SI to receive payments, and obligation of CERSAI to make payments under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, CERSAI or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the System Integrator in writing and no such waiver shall affect or impair any right, power or remedy that CERSAI may otherwise have.
2. The System Integrator shall be required to fulfil the Conditions Precedent which is as follows:

i) to provide within ….. days of issuance of Letter of Award by the CERSAI to the SI, an unconditional, irrevocable and continuing Performance Bank Guarantee (as defined in Clause 15.12 of the Agreement) to CERSAI from a nationalised bank in a form and manner acceptable to CERSAI which would remain valid for the entire Term of the agreement and for an additional period of three months after the completion of term of agreement.
ii) to provide CERSAI or its nominated agencies such other documents including the copy of sub-contracts and any other document that CERSAI may specify prior to signing of this Agreement.

15.8.2 Key performance measurement

1. Unless specified by CERSAI to the contrary, the SI shall provide the Deliverables and perform the Services and carry out the Scope of Work in accordance with the terms of this Agreement, Service Specifications, the Scope of Work and the Service Level Agreements as laid down in the RFP.
2. If the Service Specification includes more than one document, then unless CERSAI specifies to the contrary, the document submitted later in time shall prevail over a document of an earlier date to the extent of any inconsistency.
3. CERSAI reserves the right to amend any of the terms and conditions in relation to the Service Specifications/Scope of Work/Service Level Agreement and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work. If the suggested amendments or new directions require the SI to provide more resources, outside agreed Scope of Work, CERSAI shall bear mutually agreed additional expenses for the same.
4. The SI shall commence the performance of its obligations under the Agreement from Effective Date and shall proceed to carry out the Services and provide the Deliverables with diligence and expediency in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Agreement. The SI shall be responsible for and shall ensure that all the Deliverables are provided and the Services are performed in accordance with the specifications and that the SI's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
5. The Project Assets supplied under this Agreement shall conform to the standards mentioned in the technical specifications given in the RFP, and, when no applicable standard is mentioned, to the authoritative standards, such standards shall be the latest issued by the concerned institution. Delivery of Project Assets shall be made by the SI in accordance with the Agreement and the terms specified by CERSAI in the Work Order. In case if it is found that the Project Assets provided by SI do not meet one/ more criteria, the SI shall remain liable to provide a replacement for the same which meets all the required specifications and as per choice of SI, at no additional cost to SI.

15.8.3 Commencement and progress

1. The SI shall commence the performance of its obligations in a manner as specified in the Scope of Work, Service Level Agreements and other provisions of the Agreement from the Effective Date.

2. The SI shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulated as to the time, manner, mode, and method of execution contained in this Agreement.
3. The SI shall be responsible for and shall ensure that all activities / services are performed in accordance with the Agreement, Scope of Work, Services Specifications and Service Level Agreements and that the SI's Team complies with such specifications and all other standards, terms, and other stipulations / conditions set out hereunder.
4. The SI shall perform the activities/ services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognised by international professional bodies and shall observe sound management, engineering and security practices.
5. It shall employ appropriate advanced technology and engineering practices and safe effective equipment, machinery, material and methods. The SI shall always act, in respect of any matter relating to this Agreement, as faithful advisors to CERSAI and shall, at all times, support and safeguard CERSAI's legitimate interests in any dealings with SI's Team and Third parties.

15.8.4 Final testing and Acceptance

Except as otherwise provided in the RFP, the Project shall be governed by the mechanism of final Testing and Acceptance to be put into place by CERSAI and the SI as under.

1. 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;
2. 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;
3. Final testing and certification criteria will consider conducting specific tests on the software, hardware, networking, security and all other aspects;
4. Final testing and certification criteria will establish appropriate processes for notifying the SI of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the SI to take corrective action; etc. Final acceptance test criteria will also adhere to the requirements as detailed in the RFP
5. The Parties shall each ensure that the range of the Services/Deliverables under the SLA shall not be varied, reduced or increased except with the prior written agreement between CERSAI and the SI in accordance with the provisions of Change Management and Control set out in the RFP. Save for the express terms of the Terms of Payment Schedule set out in this Agreement, CERSAI or its nominated agencies and its users may purchase any particular category of Deliverables that may become

necessary as per the Change Management and Control set out the RFP, without the need to go for a separate procurement process.

15.9 Scope of project

15.9.1 Scope of Work for the SI

1. In consideration of the award of the work under the RFP to SI and payments to be made by CERSAI to the SI as hereinafter mentioned, the SI hereby covenants with CERSAI to provide the Deliverables, Project Assets and perform the Services and to remedy defects therein and to perform all obligations mentioned in the RFP in conformity in all respects with the provisions of the Agreement.
2. CERSAI hereby covenants to pay the SI in consideration of the provision of the Services and the remedying of defects therein, the Total Contract Value or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed under the Agreement.
3. Scope of Work under the Agreement shall be as defined in the RFP and clarifications, annexures, schedules etc. thereof.
4. Without prejudice to the generality of clause (c) above, the SI is required to provide such services and support as the CERSAI may deem proper and necessary, during the term of the Agreement, including all such processes and activities which are consistent with the Proposal, the RFP and this Agreement and are deemed necessary by CERSAI, in order to meet its business requirements
5. For the avoidance of doubt, it is expressly clarified that this Agreement shall govern the provision of the contracted professional services under the SLA to the Central Registry of Securitisation Asset Reconstruction and Security Interest of India and its nominated agencies. Any additional/optional- equipment/service/items supplied by SI - as per the SI's commercial proposal (on CERSAI's request) shall also be governed by the terms and conditions set out in this agreement.

15.9.2 Interpretation of the Scope of Work

1. CERSAI retains the right of the final say in the interpretation of the scope of the Project. The possible variations to the processes from the way they are specified in the scope of work should not be considered as deviations or extensions to the original process specifications.
2. Sign-off on the deliverables by CERSAI does not necessarily indicate the complete approval of the deliverables. Any gap that is found in a deliverable with respect to the above, even after the sign-off, will have to be addressed by the SI without any additional cost to CERSAI.

15.10 Payment terms

15.10.1 Terms of Payment

1. Subject to the provisions of this Agreement and of the SLA and subject always to the fulfilment by the SI of its obligations herein, in consideration of the obligations undertaken by the SI under this Agreement, CERSAI shall pay the System Integrator for the successful delivery of Deliverables, performance of the Services and procurement of the Project Assets rendered in pursuance of this Agreement, in

accordance with the Terms of Payment Schedule set out as Schedule VI of this Agreement.

2. CERSAI shall make payments only to the SI at the time and in the manner set out in Terms of Payment subject always to the fulfilment by the SI of its obligations herein.
3. CERSAI shall make all payments under this Agreement, as set out in the Terms of payment to the SI only shall not be liable to make any payments or for any other related obligation under this Agreement to any other party including but not limited to the SI' sub-contractors/ vendors or any other member of SI's Team or any third party engaged by the SI in any way connected with the discharge of the SI's obligation under the Agreement and in any manner whatsoever. The SI shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.
4. All payments agreed to be made by CERSAI to the SI in accordance with the Agreement shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and CERSAI shall not be liable to pay any such levies/other charges under or in relation to this Agreement and/or the Project Assets, Deliverables and Services.
5. Service Tax shall be reimbursed against submission of payment proofs. Works contract taxes, if any applicable, shall be reimbursed against actual and against submission of payment proofs.
6. In case of change in taxes under change in law, appropriate parties shall pass the benefit of the same over and above the Agreement Value. In case of such change, SI shall submit a formal request with necessary supporting documents to CERSAI. CERSAI shall verify these documents and if applicable and approved in writing by CERSAI, the SI shall incorporate such changes into subsequent regular invoice for payment.
7. No invoice for extra work/charge order on account of change order will be submitted by the SI unless the said extra work /change order has been authorized/approved by the CERSAI in writing in accordance with the Change Order.
8. In the event of CERSAI noticing at any time that any amount has been disbursed wrongly to the SI or any other amount is due from the SI to CERSAI, the CERSAI may without prejudice to its rights to recover such amounts by other means, after notifying the SI deduct such amount from any payment falling due to the SI. The details of such recovery, if any, will be intimated to the SI in writing. The SI shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in the previous invoice by mistake on the part of CERSAI or the SI
9. CERSAI shall not be responsible / obligated for making any payments or any other related obligations under this Agreement to the SI's subcontractor/vendors. The SI shall be fully liable and responsible for meeting all such obligations and all payments to be made to its sub-contractors/vendors and any other third party engaged by the in any way connected with the discharge of the SI's obligation under the Agreement and in any manner whatsoever.
    i) All payments are subject to deductions of applicable liquidated damages and penalties as provided for in the SLA section of the RFP. For the avoidance of doubt, it is expressly clarified that CERSAI will calculate a financial sum and debit the same against the terms of payment as set out in Schedule VI of this

Agreement as a result of the failure of the SI to meet the Timelines and/or Service Level.

10. Save and except as otherwise provided for herein or as agreed between the Parties in writing, CERSAI shall not be required to make any payments in respect of the Services, Deliverables, obligations and Scope of Work mentioned in the RFP and this Agreement other than those covered by the terms of payment as stated in the Schedule VI of the Agreement read along with Service Level Agreement.
11. 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 performance of obligations under the RFP and Agreement including, infrastructure costs, project costs which is to be borne by the SI as per RFP, implementation and management charges and all other related costs including taxes.

15.10.2 Invoicing and Settlement

1. In respect of its remuneration for the Project, the SI shall be eligible to receive payments in accordance with the Schedule VI of the Agreement.
2. The System Integrator shall submit its invoices in accordance with the following principles:
    i) Generally and unless otherwise agreed in writing between the Parties, the System Integrator shall raise an invoice along with necessary approvals as per Schedule VI of this Agreement on < Quarterly> basis; and
    ii) Any invoice presented in accordance with this Clause shall be in a form agreed with CERSAI.
3. The System Integrator alone shall raise invoice after receiving due approval /acceptance of the Project Assets/ Deliverables/Services/System from CERSAI or any other nominated agency
4. Invoices shall be correct and accurate and shall be raised in a timely manner Subject to accomplishment of obligations of the SI and procurement of the Project Assets and delivery of the Deliverables and the Services to the satisfaction of the CERSAI. Payment shall be made by CERSAI within reasonable time of the receipt of invoice along with supporting documents. Payments will be subject to deduction as agreed herein.
5. Notwithstanding anything contained in clause (c) above, CERSAI shall be entitled to delay or withhold payment of any invoice or part of it delivered by the System Integrator this Agreement where CERSAI of India disputes/withholds such invoice or part of it provided that such dispute is bona fide. A notice of such withholding shall be provided within 10 days receipt of the applicable invoice. The withheld amount shall be limited to that which is in dispute.
6. The disputed / withheld amount shall be settled in accordance with the escalation procedure as set out in the Project Management and Governance Schedule annexed to this Agreement. However, CERSAI shall release the disputed amounts as soon as reasonably possible, upon resolution of dispute. Any exercise by CERSAI under this Clause shall not entitle the System Integrator to delay or withhold performance of its obligations or delivery of Deliverables/provision of the Services under this Agreement.

15.10.3 Tax

1. All payments to the SI shall be subject to the deductions of tax at source under Income Tax Act, and other applicable taxes and deductions as provided for under any law, rule or regulation. CERSAI or its nominated agencies shall provide System Integrator with the original tax receipt of any taxes/withholding taxes paid by CERSAI or its nominated agencies on payments under this Agreement within reasonable time after payment. All costs, damages or expenses which CERSAI may have paid or incurred, for which under the provisions of the Agreement, the SI is liable, the same shall be deducted by CERSAI from any dues to the SI. All payments to the SI shall be made after making necessary deductions as per terms of the Agreement, including recoveries towards facilities, if any, provided by CERSAI to the SI on chargeable basis.
2. The System Integrator agrees to reimburse and hold the Central Registry of Securitisation Asset Reconstruction and Security Interest of India or its nominated agencies harmless from and against any claims, losses, expenses (including attorney fees, court fees) etc. arising out of deficiency (including penalties and interest) in payment of taxes that are the SI's or its subcontractor's responsibility
3. The SI shall bear all personnel taxes levied or imposed on its personnel, sub-contractor's personnel, SIs, consultants etc. on account of payment received under this Agreement. The SI shall bear all corporate taxes, levied or imposed on the SI on account of payments received by it from the CERSAI for the work done under this Agreement. The SI shall bear all taxes and duties etc. levied or imposed on the SI under the Agreement including but not limited to Customs duty, Excise duty and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the CERSAI for work done under the Agreement.
4. The SI shall also be responsible for having his sub-contractors under its sub-contract(s) to pay all applicable taxes on account of payment received by the sub-contractors from the SI for works done under the sub-contracts in relation to this Agreement and the CERSAI will in no case bear any responsibility for such payment of taxes. It shall be the responsibility of the SI to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose.
5. The SI shall also provide the CERSAI such information, as it may be required in regard to the SI's details of payment made by the CERSAI under the Agreement for proper assessment of taxes and duties. The SI and his sub-subcontractors or their personnel shall bear all the taxes if any, levied on the SI's and/or sub-contractors' personnel. The amount of tax withheld by the CERSAI shall at all times be in accordance with Indian Tax Law and the CERSAI shall promptly furnish to the SI original certificates (Challans) for tax deducted at source and paid to the Tax Authorities. The SI agrees that it and its sub-contractors shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Agreement.
6. Should the SI fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the SI shall indemnify CERSAI against any and all liabilities or claims arising out of this Agreement for such taxes including interest and penalty any such Tax Authority may assess or levy against CERSAI and/or the SI.

15.10.4 Liquidated damages

1. The SI shall accomplish the Scope of Work under this Agreement as per the Timelines and as per the Service Levels. In the event the SI fails to achieve the Timelines or Service Level due to reasons attributable to the System Integrator, in meeting the Timelines and providing the Deliverables or in the event of SI's failure to submit the Bonds, Guarantees and Documents, supply the Project Assets and conduct trials, installation of Equipment and training as per RFP, CERSAI shall be entitled at its option to recover from the System Integrator as agreed, liquidated damages, a sum of 0.5% of the Agreement price of the corresponding milestone payment of delayed/undelivered stores/ services for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of corresponding milestone payment of the delayed/undelivered services. If the liquidated damages cross the cap on liquidated damages mentioned as above, CERSAI shall have the right to terminate the Agreement for default and consequences for such termination as provided in this Agreement shall be applicable. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to CERSAI under the Agreement and/or any other law and shall not be the sole and exclusive remedies available to CERSAI and the SI shall not be relieved from any obligations by virtue of payment of such liquidated damages.
2. In case of delay in achieving any of the Timelines or Service Levels is solely not attributable to SI, amount of liquidated damages shall be deducted on proportionate / pro rata basis depending upon the SI's extent of fault in such breach of the Timelines or the Service Levels. CERSAI has the exclusive right to determine such extent of fault and liquidated damages in consultation with the SI, to exercise this provision. Each of the Parties shall ensure that the range of the Services/Deliverables under the SLA shall not be varied, reduced or increased except with the prior written agreement between CERSAI and the SI in accordance with the provisions of Change Control Process set out in the RFP.

15.11 Representations and warranties

15.11.1 Representations and warranties of the System Integrator

The System Integrator hereby represents and warrants as of the date hereof to CERSAI or its nominated agencies which representations and warranties shall remain in force during the Term and extension hereof, the following :

1. That all conditions precedent under the Agreement have been satisfied.
2. It possesses and has the required professional skills, personnel, infrastructure and technical resources and authorizations that are necessary to deliver the Services/Deliverables and for providing the Services/Deliverables, on the terms and conditions set forth in this Agreement.
3. That the SI shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the Term of this Agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements;
4. The SI/ SI's Team shall use such assets solely for the purpose of execution of its obligations under the terms of the RFP or this Agreement;

5. It is duly organised and, validly existing under the laws of India. It has full power and authority to execute, deliver and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby.
6. This Agreement is executed by a duly authorized representative of the SI.
7. This Agreement constitutes the legal, valid and binding obligation of SI, enforceable against it in accordance with the terms hereof.
8. It is a competent provider of a variety of Information technology and business process management services;
9. 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;
10. It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
11. In providing the Services, it shall use best efforts not to cause any unnecessary disruption to CERSAI of India's normal business operations;
12. The information furnished in the Proposal is to the best of its knowledge and belief true and accurate in all respects as at the date of this Agreement;
13. 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;
14. 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;
15. 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;
16. 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. Further, System Integrator warrants that it will comply, at its cost, with all applicable laws, rules, regulations, ordinances, and codes (including identifying and procuring required permits, certificates, approvals, and inspections). System Integrator warrants that it will comply with all privacy and data protection laws, rules, and regulations that are or that may in the future be applicable to the Services or to information relating to customers and employees of CERSAI.
17. That the Project Assets are free and clear of all liens, claims and encumbrances.
18. No representation or warranty by it contained herein or in any other document furnished by it to CERSAI or its nominated agencies in relation to any 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

19. 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 Central Registry of Securitisation Asset Reconstruction and Security Interest of India or its nominated agencies in connection therewith.
20. That the SI confirms that there has not and shall not occur any execution, amendment or modification of this Agreement without the prior written consent of CERSAI;
21. That the SI owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the SI on which it grants or purports to grant or create any interest pursuant to this Agreement, in each case free and clear-of any-encumbrance and further confirms that such Interests created or expressed to be created are valid and enforceable;
22. That the SI-owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the Project and the SI does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the SI or which the SI is licensed to use, which are material in the context of the SI's business and operations are being infringed nor, so far, as the SI is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the SI by any person. All Intellectual Property Rights (owned. by the SI or which the SI is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep CERSAI indemnified in relation thereto;
23. That the SI agrees to incorporate, within the Agreement Value, all hardware/ software changes, upgrades and patches to the system, announced by it from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system;
24. That the SI shall provide adequate and appropriate support and participation, on a continuing basis, in tuning/ upgrading all supplied hardware and software to meet the requirements of the applications;
25. If and when the system and/or components of the system are required to be relocated / shifted within the same Datacenter Site/ Operations Center/ Location or to a new Datacenter Site/ Operations Center/ Location, the SI shall undertake required work related for de-commissioning / re-commissioning and other associated work, at no additional cost to CERSAI.
26. That the SI shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product for use of the copyright/process/products that the SI has proposed to supply under this Agreement free from all claims, titles, interests and liens thereon;
27. That the sub-contractor proposed and/or deployed by the SI meets the technical and financial qualifications prescribed in the RFP; and
28. That the representations made by the SI in its Proposal and in this Agreement are and shall continue to remain true and fulfil all the requirements as are necessary for

executing the obligations and responsibilities as laid down in the Agreement and the RFP and unless CERSAI specifies to the contrary, the SI shall be bound by all the terms of the Agreement.

29. SI warrants that it will provide full support and cooperation in terms of operations and maintenance services during the transition period and such support shall continue till the Replacement System Integrator solely takes charge of the Project. SI further warrants and undertakes that it will be responsible for the continuity of the Services throughout the Term of this Agreement and during the Transition Period.
30. It shall co-operate and co-ordinate with Replacement System Integrator as per provisions of Schedule III of this Agreement.
31. It shall provide a monthly SLA Report, in the prescribed format to CERSAI at the end of every month containing the summary of all Incidents reported to it and SI's related performance measurement for that period. The monthly SLA Report will be deemed to be accepted by CERSAI upon review and signoff by both SI and CERSAI.
32. It must deploy an enterprise management system and other tools as required and develop additional scripts (if required) for capturing the required data for service level report generation in automated way. These tools shall play a critical role in monitoring the service level compliance and hence will have to be customized accordingly. These tools should generate the Service Level monitoring report at the end of every month which is to be shared with CERSAI on a monthly basis. The tools should also be capable of generating Service Level reports on a monthly/quarterly/half-yearly basis. As part of pre Go-Live audit, the tools and the scripts shall also be audited.
33. It will achieve all the Service Levels within the time lines defined in Service Level Agreement and in its failure of achieving the same, it shall be liable to pay penalties to CERSAI to the extant as provided in this Agreement and in the RFP.
34. SI shall comply with all the requirements of RFP.
35. Warranty with regard to the Project Assets
    i) SI warrants that the Project Assets procured under this Agreement conform to technical specifications and functional requirement specifications prescribed in RFP or as may be specified by CERSAI in writing and shall perform according to the said technical specifications.
    ii) SI represents and warrants to CERSAI to procure for CERSAI the components that form the Bill of Materials proposed for the System. The commitment shall cover procurement costs (including multiple units of software licenses and all infrastructure associated with the deployment of the solution and its components) and the cost of ownership / maintenance.
    iii) SI warrants that the Project Assets procured under this Agreement shall be of the highest grade and quality and consistent with the established and accepted standards. The Project Assets shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in Project Assets, unless provided otherwise in the Agreement shall also be made available.
    iv) SI warrants that the Project Assets shall be free from all encumbrances and defects / faults arising from design, material, manufacture or workmanship or from any act or omission of SI that may present a snag/fault, under normal use of the same.

v) SI warrants during the Term of the Agreement, the Project Assets/Deliverables and/or Services supplied under this Agreement and each component used therein shall be free from all types of defects / failures.
vi) SI warrants that CERSAI shall have right to uninterrupted use of such Project Assets;
vii) SI warrants that the Project Assets and all of its parts and components are new and unused;
viii) That the Project Assets are fit for the purpose of successfully implementing the Project
ix) SI hereby warrants that the Project Assets are and shall remain throughout the warranty period eligible for maintenance under the OEM's standard maintenance agreement.
x) SI hereby warrants that necessary service back up during the annual maintenance shall be provided and it will ensure that the performance, availability, and other metrics for application is as per Service Levels described in Service Level Agreement.
xi) SI warrants that it will maintain Equipment and Software to the extent that the System Integrator has maintenance responsibility for such assets so that they operate in accordance with their specifications, including (i) maintaining Equipment in good operating condition, subject to normal wear and tear; (ii) undertaking repairs and preventive maintenance on Equipment in accordance with the applicable Equipment manufacturer's recommendations; and (iii) performing Software maintenance in accordance with the applicable Software SI's documentation and recommendations.
xii) SI hereby warrants that it will collect and maintain all the information collected from CERSAI. All such information will be treated as Confidential Information by the SI and will not be disclosed and used by it other than the purposes set out in this Agreement.

36. Warranty for Services
i) System Integrator represents warrants and covenants that all Services under this Agreement will be performed with promptness, diligence and will be executed in a workmanlike and professional manner, in accordance with the and high professional standards used in well-managed operations performing services similar to the Services under this Agreement.
ii) System Integrator warrants that it will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Services. SI shall be responsible for the acts of its employees, sub-contractors, or any other persons deployed by it for performing its obligations pursuant to the Project. CERSAI reserves its right to initiate criminal action against the agents/ employees of SI for fraud or misappropriation, besides stringent penalties. The management of SI should also be made liable for action in case of fraud, under the applicable laws.

37. Warranty for Software
i) The SI represents, warrants and covenants that on the Acceptance Date and for the warranty period, the Software will be free of material programming errors and will operate and conform to the respective Software's Documentation including, inter alia, FRS (Functional Requirement Specification) and SRS (System Requirement Specification) and other

manuals. The SI also represents, warrants and covenants that the medium on which the Software is contained will be free from defects in material or workmanship and shall be free from any viruses, bugs etc.

ii) The SI represents, warrants and covenants that the technical Documentation delivered to CERSAI for the system will be sufficient to allow a reasonably knowledgeable information technology professional to maintain and support such Software. The SI represents, warrants and covenants that the user Documentation for the System will accurately describe in terms understandable by a typical end user the functions and features of the System and the procedures for exercising such functions and features.

iii) SI hereby warrants that it will use industry best practices to identify, screen, prevent and not introduce malware/viruses and/or disabling devices (that is, counter, time lock, worms or Trojan horses) into the project environment.

iv) Non-Infringement

- System Integrator warrants that it will perform its responsibilities under the Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret, or other proprietary rights of CERSAI or any third party.

v) System Integrator warrants that it will use commercially reasonable efforts to ensure that no forms of harmful surreptitious code or other contaminants, including commands, instructions, devices, techniques, bugs, or web bugs, or other Malware are introduced into any computer system, database, software, equipment, web site, or processes used to provide the Services. If a Malware program is found to have been introduced into any environment/system described above, the System Integrator promptly shall notify CERSAI in writing of the introduction and shall take all necessary steps in reducing the effects of the Malware program, and if the Malware program causes an interruption of the Services, a loss of operational efficiency or loss of data, SI shall mitigate and restore such losses.

vi) For any Software used in the provision of the Services, the System Integrator warrants that it will not insert into such Software any code that would have the effect of disabling or otherwise shutting down all or any portion of the Services. With respect to any disabling code that may be part of Software, the System Integrator will represent and covenant that it shall not invoke such disabling code at any time without CERSAI's prior written consent.

vii) The SI represents and warrants to the CERSAI that the SI shall be bound by the undertakings submitted by the SI to CERSAI as part of the proposal submitted by the SI.

viii) SI hereby warrants that it will fulfil its entire obligations listed in the RFP and the Agreement in pursuant to the Project.

38. Compliance and Sizing of Infrastructure

i) SI warrants that it has sized the infrastructure and all software (including all required licenses) based on the solution proposed and in accordance with the Service Level requirements and assures CERSAI that the sizing is for all the functionality envisaged in the RFP document and taking into consideration

the indicative growth percentage projected by CERSAI as mentioned in the RFP.

ii) SI warrants that solution has been sized and synergised in consultation with the respective OEMs.

iii) SI warrants that the proposed storage at the Data Centre and Disaster Recovery Centre as per its sizing will be sufficient to meet the CERSAI Project's requirements during the Term of the agreement.

iv) SI warrants that it shall monitor, maintain, and comply with the service levels stated in the RFP to provide quality service to CERSAI.

v) SI warrants that any augmentation of the proposed solution or storage or sizing (software, hardware) or any additional component required or resources in order to meet the requirements and/or the requisite Service Level requirements given by CERSAI will be carried out at no additional cost to CERSAI.

39. The SI represents, warrants and covenants that:
    i) The SI is the lawful owner or licensee of the Project Assets and the lawful owner or licensee of the materials used in the performance of the Services and delivery of Deliverables,
    ii) The bespoke development and such materials have been lawfully developed or acquired by the SI, and
    iii) The SI has the right to grant CERSAI the rights to the bespoke development and such materials, including the rights of access to and use of the bespoke development, which it grants under this Agreement, without the consent of any other person or entity.
40. The Project, including all the system(s) and other Services provided, shall be free from any defect or deficiency in the material, design, engineering, and performance/workmanship that prevent the Project 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 Project and/or any of its system(s) as per the performance guarantee / warranty period defined in the Schedule.
41. If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project Assets and other Services provided by the System Integrator or any of the warranties are found breached , the System Integrator shall promptly, in consultation and agreement with CERSAI, and at the System Integrator 's sole cost repair, replace, or otherwise make good such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency.
42. The SI shall use best efforts to ensure that such repair, replacement etc. shall be accomplished through a "hot" swap without any loss of production time or adverse impact on CERSAI's operations. If the Project Assets 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 Assets or any of its system could not be used by CERSAI because of such defect and/or making good of such default, defect or deficiency.

15.11.2 Representations and warranties of CERSAI

CERSAI represents and warrants to the System Integrator that:

1. 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;
2. 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;
3. It has the financial standing and capacity to perform its obligations under the Agreement;
4. 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;
5. 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;
6. It has complied with Applicable Laws in all material respects;
7. 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 CERSAI 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

15.12 Performance Bank Guarantee

1. SI warrants that within ….. days after the receipt of the Letter of Award from the from CERSAI, it shall furnish an unconditional, irrevocable and continuing performance security/bank guarantee to CERSAI for an amount equal to 10% of the Agreement Value in the format acceptable to CERSAI . The Performance Bank Guarantee shall be valid till the entire Term of the Agreement and for an additional period of three months there after the completion of term of agreement. If the Performance Security is liquidated /encashed, in whole or in part, during the currency of the Performance Security, the SI shall top up the Performance Security with the same amount as has been encashed within 15 days of such encashment without demur.
2. In the event of the SI being unable to service the Agreement for whatever reason, CERSAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of CERSAI under the Agreement in the matter, the proceeds of the PBG shall be payable to the CERSAI as compensation for any loss resulting from the SI' failure to perform/comply its obligations under the Agreement. CERSAI shall notify the SI in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the SI is in default.
3. CERSAI shall also be entitled to make recoveries from the SI's bills, PBG, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

4. In case the Project is delayed beyond the Timelines as mentioned in RFP, the PBG shall be accordingly extended by the SI till completion of Scope of Work as mentioned in RFP.

15.13 Insurance cover

15.13.1 Obligation to maintain insurance

1. The System Integrator shall at its expense take out and maintain and shall cause any subcontractor to take out and maintain (at its cost or at the cost of the sub-contractor) but on terms and conditions approved by CERSAI, insurance against the risks, and for the coverages, as specified below.
    i) Cargo insurance during transport – as applicable, 110 percent of the price of the information technologies and other goods in a freely convertible currency, covering the goods from physical loss or damage during shipment through receipt at the project site.
    ii) Installation "All risks" insurance – as applicable, 110 percent of the price of the information technologies and other goods covering the goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to go-live of the system.
    iii) Third-Party liability insurance – amount of insurance will be as required by the law of the land. The insurance shall cover the period from the agreement effective date until the agreement expiry / completion date. it shall cover bodily injury or death suffered by third parties (including the CERSAI's personnel) and loss of or damage to property (including the CERSAI's property and any subsystems that have been accepted by the CERSAI) occurring in connection with the supply and installation of the Central Registry Solution
    iv) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.
    v) Employer's liability and workers' compensation insurance in respect of the Personnel of the SI and of any sub-contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
    vi) Insurance against loss of or damage to the SI's property used in the performance of the Services, and any documents prepared by the SI in the performance of the Services.
    vii) Automobile liability insurance - in accordance with the statutory requirements prevailing in the country, covering use of all vehicles used by the System Integrator (whether or not owned by them) in connection with the execution of the agreement.
    viii) Workers compensation in accordance with the statutory requirements prevailing in the country,
2. The SI shall not use these documents for purposes unrelated to this Agreement without the prior written approval of CERSAI.
3. The System Integrator shall at CERSAI' s request , provide evidence to CERSAI showing that such insurance (or copies of the insurance policies) has been taken out

and maintained and that the current premium thereof have been paid If the System Integrator fails to take out and/or maintain in effect the insurance referred to in this clause, the CERSAI may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the System Integrator under the agreement any premium that the CERSAI shall have paid to the insurer or may otherwise recover such amount as a debt due from the System Integrator.

15.14 Obligations & Compliances

15.14.1 Statutory Obligations

1. The Agreement shall be governed by and construed in accordance with the laws of India.
2. SI represents and warrants to CERSAI that the performance of obligations under this Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a default or require any consent under, any instrument or arrangement to which SI is a party or violate any other Applicable Laws or any writ, order, injunction or judgment by which SI is bound.

15.14.2 Compliance with Laws

1. Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the SI as an information technology service provider) at all times comply with all applicable 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 RFP.
2. **Compliance with all applicable laws:** During the Term of the Agreement, SI agrees and undertakes to observe, adhere to, abide by, comply with and notify CERSAI about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them pursuant to the Project and shall indemnify, keep indemnified, hold harmless, defend and protect the CERSAI and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there-from. SI shall obtain and maintain all statutory and other approvals required for the performance of the Services under this Agreement and nothing shall be done by the SI in contravention of any Applicable Law or any amendment thereof and the SI shall keep CERSAI indemnified in this regard
3. All safety and labour laws enforced by statutory agencies and by the CERSAI shall be applicable in the performance of this Agreement and the SI shall abide by these laws. The SI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The SI shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The SI shall also adhere to all security requirement/regulations of CERSAI during the execution of the work.

4. **Compliance in obtaining approvals/permissions/licenses:** SI has already obtained all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this Agreement or for the conduct of its own business under any applicable Law, Government regulation/guidelines and shall keep the same valid and in force during the term of this Agreement and shall also promptly obtain all such future approvals and consents from various departments as may be required in future under any amendments in law or notifications issued by the Government, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the CERSAI and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there-from.

15.14.3 Obligations of CERSAI or its nominated agencies

Without prejudice to any other undertakings or obligations of CERSAI under this Agreement or the RFP, CERSAI shall perform the following:

1. To provide any reasonable support through personnel to test the system during the Term;
2. To provide any reasonable support through personnel and/or test data during development, rollout, stabilization phase, 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;
3. To provide the data (including in electronic form wherever available) to be migrated.
4. To authorize the System Integrator to interact for implementation of the Project with external entities such as the all subsidiaries of Central Registry of Securitisation Asset Reconstruction and Security Interest of India, Railways, Commodity exchange, Customs etc.

15.14.4 Obligations of the System Integrator

1. It shall provide to CERSAI or its nominated agencies, the Services /Deliverables as set out in the RFP and the Agreement.
2. It shall perform the Services as set out in this Agreement and the RFP 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.
3. It shall ensure that the Services are being provided as per the Project Timelines set out as defined in this RFP.

15.15 Use of Assets by the SI

15.15.1 During the Term the SI shall:

1. 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 SI (for itself or for CERSAI or on behalf of CERSAI) exclusively in terms of ensuring their usability for the delivery of

the Deliverables and Project Assets and Services as per this Agreement (hereinafter the "Assets");

2. Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the SI takes control of and/or first uses the Assets and during the entire Term of the Agreement;
3. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the SI will be followed by the SI and any person who will be responsible for the use of the Assets;
4. Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the SI or as may, in the reasonable opinion of the SI, be necessary to use the Assets in a safe manner;
5. Ensure that the Assets that are under the control of the SI, are kept suitably housed and in conformity with the Applicable Law and terms agreed with CERSAI;
6. 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 the Applicable Law;
7. Use best efforts to ensure that no lien, mortgage, hypothecation or any other charge is created over the Assets. The SI agrees that the SI will inform CERSAI immediately if the SI feels or comes to know that a charge may be / has been created over any of the Asset(s). In the event a charge is created over any of the Assets which are procured by SI for carrying out the Services under this Agreement, the SI shall be solely have the right to get the charge removed at the risk, cost, expense of the SI and the SI shall make good all losses, damages, costs, fees, cess, duties, etc. borne or suffered by CERSAI due to creation of such charge and/or in removal of such charge and/or in discharging the obligations for removal of such charge.

15.16 Access to CERSAI or its Nominated Agencies

15.16.1 Access to locations

For so long as the SI provides services to the locations of CERSAI or its nominated agencies, CERSAI shall, subject to compliance by the SI with any safety and security guidelines which may be provided by CERSAI and notified to the SI in writing, provide the SI, on a non-permanent basis and to the extent necessary, with:

1. Reasonable access to the location from where services are to be performed (except such locations like the SI's or its subcontractor's offices etc. over which the SI has control);
2. Subject to (i) above, reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other locations of CERSAI as the case may, if any, as may be reasonably necessary for the SI to perform its obligations hereunder.

15.16.2 Limitation on access to locations

Access to locations, office equipment and services shall be made available to the SI on an "as is, where is" basis by CERSAI as the case may be or its nominated agencies. The SI agrees to ensure that its employees, agents and contractors/sub-contractors shall not use the location, services and equipment referred to in the RFP for the following purposes:

1. For the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
2. In a manner which constitutes violation of any law or a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality); or
3. For their own purpose or for conducting their own business or for providing services to any third party.

15.17 Management of Project

15.17.1 Governance

The review and management process of this Agreement shall be carried out in accordance with in the RFP and the Project Management and Governance Schedule annexed to this Agreement.

15.17.2 Changes

Any changes to the Scope of Work and consequent impact on the SLAs shall be dealt with in accordance with the provisions of Change Management and Control set out in Schedule …… of this Agreement.

15.17.3 Security and Safety

1. The SI shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Actor any other Applicable Law, IT Security Manual of CERSAI as specified by CERSAI from time to time and follow the industry standards related to safety and security (including those as specified by CERSAI from time to time), insofar as it applies to the provision of the Services / Deliverables under this Agreement.
2. The SI shall also comply with CERSAI or the Government of India security standards and policies in force from time to time at each location of which CERSAI or its nominated agencies make the SI aware in writing insofar as the same apply to the provision of the Deliverables and the Services.
3. The Parties 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 CERSAI as the case may be or any of their nominees data, facilities or the Confidential Information.
4. The SI shall upon reasonable request by CERSAI as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
5. As per the provisions of this Agreement, the SI shall promptly report in writing to CERSAI 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 CERSAI as the case may be.

15.17.4 Cooperation

Except as otherwise provided elsewhere in this Agreement, each Party ("***Providing Party***") to this Agreement 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:

1. Does not require material expenditure by the Providing Party to provide the same;
2. Is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement;
3. Cannot be construed to be Confidential Information; and
4. Is capable of being provided by the Providing Party.

Further, the SI agrees to co-operate with the consultants, contractors, stakeholders and subcontractors of CERSAI as reasonably requested in order to accomplish the purposes and objective of this Agreement.

15.18 Termination & Suspension

15.18.1 Events of Default, Termination and Suspension

15.18.1.1 Events of Default by SI

1. The failure on the part of the SI to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an Event of Default on the part of the SI. The events of default as mentioned above may include, inter-alia, the following:
    i) The SI has failed to perform any instructions or directives issued by CERSAI which it deems proper and necessary to execute the scope of work under the Agreement, or
    ii) The SI has failed to remedy a failure to perform its obligations in accordance with the specifications issued by CERSAI, despite being served with a default notice which laid down the specific deviance on the part of the SI to comply with any stipulations or standards as laid down by CERSAI; or
    iii) The SI or its team has failed to conform with any of the service specifications as set out in the RFP or this Agreement or has failed to adhere to any amended direction, modification or clarification as issued by CERSAI during the Term of this Agreement and which CERSAI deems proper and necessary for the execution of the Scope of Work under this Agreement;
    iv) The SI has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Proposal, the RFP and this Agreement;
    v) There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the SI;
    vi) The SI or its team has failed to comply with or is in breach or contravention of any Applicable Laws;
    vii) The SI has failed to comply with any terms and conditions of the this Agreement;
    viii) Undue delay in achieving the Timelines for delivering the Services under this Agreement;
    ix) Quality of Deliverables and Services consistently not being to the satisfaction of the CERSAI.
2. Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, CERSAI shall issue a notice of default to the SI, setting out specific defaults /

deviances / omissions and providing a notice of up to thirty (30) days to enable the SI to remedy the default/ deviances / omissions committed.

3. Where despite the issuance of a default notice to the SI by the CERSAI the SI fails to remedy the default to the satisfaction of CERSAI, CERSAI may, where it deems fit, issue to the SI another default notice or proceed to adopt such remedies as may be available to CERSAI including but not limited to the remedies provided in Clause 15.18.2 below.

15.18.2 Consequences for Events of Default

Where an Event of Default subsists or remains uncured, CERSAI shall be entitled to:

1. Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure smooth continuation of the Services and the Project which the SI shall be obliged to comply with, which may include unilateral re-determination of the consideration payable to the SI under this Agreement. The SI shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the SI under the Agreement by written notice of suspension to the SI provided that such notice of suspension shall (a) specify the nature of failure; and (b) request the SI to remedy such failure within a specified period from the date of receipt of such notice of suspension by the SI
3. Where CERSAI deems it necessary, it shall have the right to require replacement of any of the sub-contractors with another suitable sub-contractor. The sub-contractor/ SI shall in such case terminate forthwith all their agreements/contracts, other arrangements with such sub-contractor and find out the suitable replacement for such outgoing subcontractor with another sub-contractor to the satisfaction of CERSAI, who shall execute such contracts with CERSAI as CERSAI may require. Failure on the part of the SI to find a suitable replacement and/or terminate all agreements/contracts with such member, shall amount to a breach of the terms hereof and CERSAI in addition to all other rights, have the right to claim damages and recover from the SI all losses/ or other damages that may have resulted from such failure.
4. Terminate this Agreement in full or in part.
5. Retain such amounts from the payment due and payable by CERSAI to the SI as may be required to offset any losses caused to CERSAI as a result of such event of default and the SI shall compensate CERSAI for any such loss, damages or other costs, incurred by CERSAI in this regard. Nothing herein shall effect the continued obligation of the subcontractor / other members of its Team to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.
6. Invoke the Performance Bank Guarantee furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the SI may have resulted from such default and pursue such other rights and/or remedies that may be available to CERSAI under law.

15.18.3 Termination for Breach

CERSAI may, terminate this Agreement by giving the SI a prior and written notice of up to 30 days indicating its intention to terminate the Agreement under the following circumstances:

1. Where CERSAI is of the opinion that there has been such Event of Default on the part of the SI which would make it proper and necessary to terminate this Agreement and may include failure on the part of the SI to respect any of its commitments with regard to any part of its obligations under its Proposal, the RFP or under this Agreement.
2. Where it comes to CERSAI's attention that the SI (or the SI's Team) is in a position of actual conflict of interest with the interests of CERSAI, in relation to any of terms of the Proposal, the RFP or this Agreement.
3. CERSAI may terminate this Agreement due to reason specified in Clause 15.6.2 ;
4. CERSAI may terminate the Agreement if it comes to knowledge of CERSAI that the SI or any of the SI's personnel or the SI's sub-contractors or such sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.

15.18.4 Termination for Convenience

CERSAI may, by written notice of 60 (sixty) days sent to the SI, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the CERSAI's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

15.18.5 Effects of Termination

1. In the event of termination of this Agreement due to any cause whatsoever, (whether consequent to the stipulated Term of the Agreement or otherwise) CERSAI 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 project which the SI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor SI to take over the obligations of the erstwhile SI in relation to the execution/continued execution of the scope of this Agreement.
2. In the event that the termination of this Agreement is due to the expiry of the Term of this Agreement / a decision not to grant any (further) extension by CERSAI, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any Event of Default on the part of the SI, the SI herein shall be obliged to provide all such assistance to the Replacement System Integrator or any other person as may be required and CERSAI may specify including training, where the successor(s) is a representative/personnel of CERSAI to enable the Replacement System Integrator to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the Term/earlier termination hereof. Without prejudice to the foregoing, upon termination (or upon expiry of the Term) of this Agreement, the Parties will comply with the Exit Management Plan set out in the RFP and in the Exit Management Schedule attached to this Agreement(and as revised from time to time).

3. Where the termination of the Agreement is prior to its stipulated term on account of a Default on the part of the SI or due to the fact that the survival of the SI as an independent corporate entity is threatened/has ceased, CERSAI shall pay the SI for that part of the Deliverables and the Services which have been authorized by CERSAI and satisfactorily delivered / performed by the SI up to the date of termination. Without prejudice any other rights, CERSAI may retain such amounts from the payment due and payable CERSAI to the SI as may be required to offset any losses caused to CERSAI as a result of any act/omissions of the SI. In case of any loss or damage due to default on the part of the SI in performing any of its obligations with regard to executing the Scope of Work under this Agreement, the SI shall compensate CERSAI for any such loss, damages or other costs, incurred by CERSAI. Additionally, the subcontractor / other members of its SI' team shall perform all its obligations and responsibilities under this Agreement in an identical manner as were being performed before the collapse of the SI as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by CERSAI and as may be proper and necessary to execute the scope of work under the Agreement in terms of the Proposal, the RFP and this Agreement.
4. Nothing herein shall restrict the right of CERSAI to invoke the Performance Bank Guarantee furnished hereunder and pursue such other rights and/or remedies that may be available to CERSAI under law.
5. Any and all payments under this clause shall be payable only after the SI has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of CERSAI. In case of expiry of the Agreement, the last due payment shall be payable to the SI after the SI has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of CERSAI.

15.18.6 Termination of Agreement due to bankruptcy of the SI

1. Where the SI's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the SI, any failure by the SI to pay any of its dues to its creditors, the institution of any winding up proceedings against the SI or the happening of any such events that are adverse to the commercial viability of the SI, CERSAI reserves the right to take any steps as may be necessary, to ensure the effective transition of the project to a Replacement System Integrator, and to ensure business continuity provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CERSAI.

15.18.7 Rights other than Termination

1. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Agreement that are expressly or by implication intended to come into or continue in force on or after such termination. The termination provisions set out in this Clause are in addition to any termination rights that CERSAI may have under this Agreement/RFP and are in addition to, and without prejudice to, other rights that CERSAI may have under law and this Agreement.

15.18.8 Suspension

1. The SI shall, if ordered in writing by CERSAI, temporarily suspend the performance of any Services or provision of any Deliverables or any part thereof under this Agreement for such specified/ ordered period and time. CERSAI shall inform the SI about such suspension at least 15 days in advance. The SI shall not be entitled to claim compensation for any loss or damage incurred by the SI by reason of such temporary suspension of the services for a continuous period of 30 days.
2. CERSAI may consider suitable compensation to the SI in event of suspension extending beyond a continuous period of 30 days. An extension of time for completion, corresponding to the delay caused by any such suspension of the services as aforesaid shall be granted to the SI, if written request for the same is made. In case the suspension of the Services / provision of Deliverables lasts for a period of more than 3 months, the SI shall have the right to request CERSAI to pay reasonable immobilization and mobilization charges as may be consented to by CERSAI.
3. In the event CERSAI suspends the progress of work for a period in excess of 30 days in aggregate, rendering the SI to extend the Performance Bank Guarantee then the CERSAI shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the SI producing the requisite evidence from the concerned bank.

15.19 Indemnification & Limitation of Liability

15.19.1 Subject to Clause 15.19.2 below, the SI (the "Indemnifying Party") undertakes to indemnify CERSAI and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. 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, wilful default, lack of due care or beach of terms of this Agreement.

15.19.2 If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade secret, patents or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) the Indemnified Party's misuse or modification of the Deliverables; or (b) the Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; or (c) the Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any Deliverable is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, or (ii) replace it with a non-infringing equivalent, or (iii) modify it to make it non-infringing.

15.19.3 The Indemnifying Party shall indemnify the Indemnified Party against all losses (including loss of business, reputation, profits, revenue etc.), claims, damages, compensation, charges (including attorney fees) etc. arising out of data loss, data theft, data misuse, data tempering, unauthorized use or disclosure of Confidential Information etc. attributable to the Indemnifying Party's negligence, wilful default, lack of due care or beach of terms of this Agreement.

15.19.4 The indemnities set out in Clause 15.19 shall be subject to the following conditions:

1. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings;
2. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at the Indemnifying Party's cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;

3. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this clause, the Indemnified Party may participate in such defence at the Indemnifying Party's sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate;
4. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

15.19.5 Risk Purchase

1. If the SI fails to perform its obligations (or any part thereof) under this Agreement and SI does not to make good such failure to the satisfaction of CERSAI within 30 days (or such other additional cure period deemed reasonable by CERSAI) of receipt of notice from CERSAI about such failure or if the Agreement is terminated by CERSAI due to breach of any obligations of the SI under this Agreement, CERSAI reserves the right to procure same or equivalent Services/Deliverables/Project Assets from alternative sources at the SI's risk and responsibility.
2. Any incremental cost borne by CERSAI in procuring such Services/Project Assets/Deliverables shall be borne by the SI. Any such incremental cost incurred in the procurement of the material from alternative source will be recovered from the undisputed pending due and payable payments / Performance Bank Guarantee provided by the SI under this Agreement and if the value of the Services/Deliverables/Project Assets under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered if necessary by due legal process.

15.19.6 Limitation of Liability

1. The liability of SI 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 in the aggregate exceed the Agreement Value.
2. The liability of CERSAI (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the amount of fees remaining to be paid to the SI under this Agreement.
3. Except as otherwise provided herein, 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 even if it has been advised of their possible existence.
4. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the SI given under this Clause shall not be applicable to the indemnification obligations set out in Clause 15.19 and breach of Clause 15.21 and 15.17.3.
5. The allocations of liability in this Clause represent the agreed and bargained-for understanding of the parties and compensation for the Services/ Deliverables 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.

15.20 Force Majeure Events

15.20.1 Definition of Force Majeure

The System Integrator or the Central Registry of Securitisation Asset Reconstruction and Security Interest of India as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('*Force Majeure*').

15.20.2 Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

1. Is beyond the reasonable control of the affected Party;
2. Such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
3. Does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
4. Is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
5. May be classified as all or any of the following events:
    i) Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions that directly and adversely affect the performance of services by the SI under this Agreement;
    ii) Radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the System Integrator 's use of radiation or radio-activity or biologically contaminating material) that directly and adversely affect the performance of services by the SI under this Agreement;
    iii) Industry wide strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the System Integrator and which affect the timely implementation and continued operation of the Project; or
    iv) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days that directly and adversely affect the performance of services by the SI under this Agreement.
    v) Any event or circumstances of a nature analogous to any of the foregoing.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the System Integrator under this Agreement to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement 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, System Integrator 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 there from.

15.20.3 Notification procedure for Force Majeure

1. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause 15.25.
2. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

15.20.4 Allocation of costs arising out of Force Majeure

1. Upon the occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
2. Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
    i) Upon occurrence of an event mentioned in Clause 15.20.2, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
    ii) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

15.20.5 Consultation and duty to mitigate

1. Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

15.21 Confidentiality

1. CERSAI may allow the SI to utilize highly Confidential Information including confidential public records and the MSI shall maintain the highest level of secrecy,

confidentiality and privacy with regard to such Confidential Information. The SI shall use its best efforts to protect the confidentiality and proprietary of Confidential Information.

2. Additionally, the SI shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities. The SI shall use the information only to execute the Project.
3. CERSAI shall retain all rights to prevent, stop and if required take the necessary punitive action against the SI regarding any forbidden disclosure.
4. SI may share the confidential information with its employees, agents and subcontractors but only strictly on a need to know basis. The SI shall execute a corporate non-disclosure agreement with CERSAI in the format provided by CERSAI and shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by CERSAI with respect to this Project.

15.22 Audit, Access and Reporting

1. CERSAI reserves the right to inspect and monitor/assess the progress of the Project at any time during the course of the Agreement, after providing due notice to the SI. CERSAI may demand and upon such demand being made, CERSAI shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the Project.
2. CERSAI shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the SI or its subcontractors of its obligations/functions in accordance with the standards committed to or required by CERSAI and the SI and its sub-contractors undertakes to cooperate with and provide to CERSAI/ any other agency appointed by CERSAI, all documents and other details as may be required by them for this purpose. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the SI failing which CERSAI may, without prejudice to any other rights that it may have issue a notice of default. Cost of acquisition of deliverables by the SI and other sub-contractors is out of the purview of audit/inspections.
3. Without prejudice to the foregoing, the SI and its sub-contractors shall allow access to CERSAI or its nominated agencies to all information which is in the possession or control of the SI or its sub-contractors and which relates to the provision of the Services/Deliverables as set out in the Audit, Access and Reporting Schedule annexed to this Agreement and which is reasonably required by CERSAI to comply with the terms of the Audit, Access and Reporting Schedule annexed to this Agreement.

15.23 Ownership & Intellectual Property Rights

1. Products and fixes:
    i) All COTS 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.
    ii) Such licenses shall be brought on behalf of and in the name of CERSAI or mentioning CERSAI as the end user of such licenses. Where deemed

necessary by CERSAI, CERSAI may execute end user licence agreements with respective OEM.

iii) The SI 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 CERSAI for license which is published by product owner or its affiliates, or a third party.

iv) "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. All intellectual property rights in any development/enhancement/customization etc. done on the COTS products pursuant to this Agreement shall be owned by CERSAI.

2. Bespoke development:
   i) Upon acceptance of any bespoke development as per this Agreement or RFP, the ownership of all IPR rights in any and all bespoke development done during the Term for implementation of the Project under this Agreement will lie with CERSAI.
   ii) The SI shall provide source code, object code and all other relevant materials, artefacts etc. of all bespoke development to CERSAI and CERSAI shall own all IPRs in them. All material related to such bespoke development shall be treated as confidential information by the SI. This will also include any developments on COTS.
3. Training and other material:
   i) The ownership of all IPR rights in any and all documents, artefacts, etc. (including all training material) made during the Term for implementation of the Project under this Agreement will lie with CERSAI.
4. Pre-existing work of the SI:
   i) For the purpose of this Agreement, 'pre-existing work of the SI' shall mean such work of SI and that of its subcontractors, agents, representatives which has been evidently developed by SI and that of its subcontractors, agents, representatives prior to execution of the Agreement.
   ii) To the extent SI uses any of pre-existing work of the SI (or its subcontractors, agents, representatives) in provision of Services / Deliverables under this Agreement, the SI hereby transfers (for itself and on behalf of its subcontractors etc.) all rights, title and interest (including all intellectual property rights) in such pre-existing work of the SI and/or that of its subcontractors, agents, representatives to CERSAI.
   iii) SI shall provide to CERSAI (to the satisfaction of CERSAI) all documentation including, without limitation, source code, object code, SRS, FRS, operational documents etc. of such pre-existing work of the SI and/or that of its subcontractors, agents, representatives before using such pre-existing work of the SI and/or that of its subcontractors, agents, representatives in provision of Services / Deliverables under this Agreement.
5. Third Party Products:
   i) If license agreements are necessary or appropriate between the SI and third parties for purposes of enabling / enforcing/implementing the provisions

hereinabove, the SI shall enter into such agreements at its own sole cost, expense and risk.

15.24 Miscellaneous

15.24.1 SI's Organization

1. The personnel assigned by the SI to perform the Services shall be employees of the SI or its subcontractor(s), and under no circumstances shall such personnel be considered employees of CERSAI or its nominated agencies. The SI 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, provident fund, 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 the Applicable Law.
2. The SI shall ensure that the SI's team is competent and professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Agreement. The SI shall ensure that the Services are performed through the efforts of the SI's Team, in accordance with the terms hereof and to the satisfaction of CERSAI. Nothing in this Agreement relieves the SI from its liabilities or obligations under this Agreement to provide the Services in accordance with the CERSAI's directions and requirements and as stated in this Agreement and the Proposal to the extent accepted by CERSAI, the SI shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or only in case of gross negligence or wilful misconduct, indirectly by or on account of its team.
3. The SI shall appoint any individual as its authorized representative through a written notice to CERSAI. The SI's Representative shall have the authority to exercise all of the powers and functions of the SI under this Agreement other than the power to amend this Agreement and ensure the proper administration and performance of the terms hereof and to bind the SI in relation to any matter arising out of or in connection with this Agreement. The SI along with the Sub-Contractors/third parties shall be bound by all undertakings and representations made by the authorized representative of the SI and any covenants stipulated hereunder, with respect to this Agreement, for and on their behalf. The SI's representative shall have all the power requisite for the performance of the work under this Agreement. The SI's Representative shall liaise with the CERSAI's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. The SI's Representative will extend full co-operation to CERSAI's representative for supervision/inspection/observation of the equipment/material procedures, performance, reports and records pertaining to the works. The SI shall comply with any instructions that are given by CERSAI's representative during the course of this Agreement in relation to the performance of its obligations under the terms of this Agreement and the RFP. SI's Representative shall also have complete charge of the SI's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. SI's Representative shall also cooperate with the other service providers/contractors of CERSAI. Such SI's representative shall be available to CERSAI's Representative during the execution of Services.

4. The SI shall, to the best of its efforts, avoid any change in the organizational structure proposed for execution of this Agreement or replacement of any manpower resource appointed. If the same is however unavoidable, due to circumstances such as resource leaving the SI's organization, the same shall be require approval of CERSAI. The SI shall promptly inform CERSAI in writing if any such revision or change is necessary. In case of replacement of any manpower resources, the SI shall ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand holding period and training for the incoming resource. The change or revision of resources shall be subject to levy of Liquidated damages as provided in the RFP.
5. The SI shall be fully responsible for the deployment, transportation, accommodation and catering of all its and its sub-contractors employees required for the execution of the work and for all costs/charges in connection thereof.
6. CERSAI's Representative may at any time request the SI to remove from the Services any employee of the SI or its sub-contractor or any person(s) deployed by the SI or its sub-contractor for professional incompetence or negligence or for being deployed for work for which he is not suited or for unethical, corrupt, fraudulent behaviour. The SI shall consider the CERSAI's Representative request and may accede to or disregard it except that in case of unethical, corrupt, fraudulent behaviour the SI shall remove the person immediately. CERSAI's Representative, having made a request, as aforesaid in the case of any person, which the SI has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the SI to remove that person from deployment on the work, which the SI shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the CERSAI's Representative. CERSAI's Representative shall state to the SI in writing his reasons for any request or requirement pursuant to this clause. The SI shall promptly replace every person removed, pursuant to this section, with a competent substitute. The change or revision of resources shall be subject to levy of Liquidated damages as provided in this Agreement.
7. During the Term and 12 months thereafter, 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.

15.24.2 Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

1. Incur any expenses on behalf of the other Party;
2. Enter into any engagement or make any representation or warranty on behalf of the other Party;
3. Pledge the credit of or otherwise bind or oblige the other Party; or

4. Commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

15.24.3 Sub-Contractors

1. Subject to the final discretion and prior written consent of CERSAI, the SI may seek the appointment of a sub-contractor for carrying out the Services under this Agreement provided that such a subcontractor meets the technical and financial qualifications prescribed in the RFP. The terms of the contracts proposed to be entered into with the sub-contractors shall require the prior written approval of CERSAI and shall be in conformity with the terms of the Agreement. Where CERSAI deems necessary, it may refuse to consent to the delegation/sub-contacting of any part of scope of work.
2. Save as provided in clause 15.24.3 (1) above, the SI shall immediately upon execution of the contract(s) to be entered into with such delegate/sub-contractor provide a copy of the same (without commercials) to CERSAI within 15 days from the date of signing the Agreement and shall not review, amend, modify or terminate the terms of such contracts without the prior written consent of the CERSAI.
3. Prior to executing any contract or entering into any contract or understanding with a delegate/sub-contractor, the SI shall ensure that each delegate/sub-contractor appointed by the SI executes a Deed of Adherence, a performance Undertaking and non-disclosure agreements in the manner and form prescribed by the CERSAI. A copy of the detailed executed agreement with prices blanked shall be submitted to CERSAI within 15 days from the date of signing the Agreement.
4. The SI shall ensure that the delegate/subcontractor appointed is competent and professional and possess the requisite qualifications and experience appropriate to the tasks they will perform under this Agreement.
5. Any change of the sub-contractor(s), after the arrangement is firmed up, will be made by the SI only with the prior written approval of CERSAI which approval shall not be unreasonably withheld and only from amongst those sub-contractor(s), as proposed by the SI in its Proposal.
6. CERSAI's decision shall be notified to the SI within fourteen (14) Working Days of receipt of request for such change along with all necessary documents in support of the requested change provided, however, that request for change is received at least one (1) month prior to the schedule start of the relevant activity.
7. The SI shall be responsible and shall ensure the proper execution and performance of the services or tasks so delegated/sub-contracted and shall be liable for any non-performance or breach by such delegate/sub-contractor. The SI indemnifies and shall keep indemnified CERSAI against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such delegate/sub-contractor. The SI shall be responsible for making all payments to the delegate/sub-contractor as may be necessary, in respect of any work performed or task executed, and CERSAI shall not be responsible for any part or full payment, which is due to such delegate/sub-contractor.
8. All rights of use of any process, service or facility developed or any other task performed by the delegate/subcontractor for the SI for the purposes of this Agreement, under a subcontract/agreement would lie exclusively with CERSAI in perpetuity free from all liens, encumbrances and other third party rights and the SI shall, wherever required take all steps that may be necessary to ensure the use of such

rights by CERSAI. Ownership and all rights of use of all deliverables / documents/ reports etc. supplied by the SI and/or by authorized delegate/subcontractor for the SI for the purposes of this Agreement, under a subcontract/agreement would lie exclusively with CERSAI in perpetuity free from all liens, encumbrances and other third party rights and the SI shall, wherever required take all steps that may be necessary to ensure the ownership and use of such rights by CERSAI. CERSAI shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed by the delegate/subcontractor solely during execution of this Agreement. The SI will provide the undertakings given by the delegate/subcontractor within 30 days from the date of appointment of subcontractor to disclose all such Intellectual Property Rights arising in performance of the Services to CERSAI and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of CERSAI.

9. SI shall have a standard procurement process to ensure that the deliverables delivered by the sub-contractors are genuine and in case of software, are duly licensed ones. The SI will indemnify and defend CERSAI against any claim that any third party products delivered under this Agreement are either not genuine or are not a proper licensed one.
10. Nothing in this Agreement or any delegation/subcontract agreement hereunder shall relieve the SI from its liabilities or obligations under this Agreement to provide the Services in accordance with this Agreement.
11. Where the CERSAI deems necessary, it shall have the right to require replacement of any delegate/sub-contractor with another delegate/sub-contractor and the SI shall in such case terminate forthwith all agreements/contracts other arrangements with such delegate/sub-contractor and find of the suitable replacement for such delegate/sub-contractor to the satisfaction of CERSAI at no additional charge. Failure on the part of the SI to find a suitable replacement and/or terminate all agreements/contracts with such sub-contractor, shall amount to a breach of the terms hereof and CERSAI in addition to all other rights, have the right to claim damages and recover from the SI all losses/ or other damages that may have resulted from such failure. Further, in case the SI terminates any contract/arrangement or agreement with a delegate/sub-contractor for any reason whatsoever, the SI shall ensure the smooth continuation of Services by providing forthwith, a suitable replacement which is acceptable to CERSAI at no additional charge. In case of a replacement of the sub-contractor, the new sub-contractor shall meet the technical and financial qualifications prescribed in the RFP.

15.24.4 Event of Termination

In the event of termination of this Agreement, CERSAI reserves the right to require the continued performance or execution of all sub-contracts or contracts which the SI had originally entered into with any delegate/sub-contractor, irrespective of whether the SI continues to perform its designated role. The above obligation of the delegate/sub-contractor shall be in accordance with the Deed of Adherence and Undertaking provided by the delegate/sub-contractor to the SI

1. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of CERSAI and the SI and their respective successors and permitted assigns.
2. Except as otherwise expressly provided in this Agreement, the SI shall not be permitted to assign its rights and obligations under this Agreement to any third party.
3. CERSAI may assign or novate all or any part of this Agreement and Schedules/Annexures, and the SI shall be a party to such novation, to any third party contracted to provide outsourced services to or any of its nominees.

15.24.5 Trademarks, Publicity

1. Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that the SI 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 the SI may include CERSAI on its client lists for reference to third parties subject to the prior written consent of CERSAI not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

15.24.6 Notices

1. Any notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post and email.
2. 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 SI:

Tel:

Fax:

Email:

Contact:

3. In relation to a notice given under this Agreement, 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.
4. Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, it's relevant associated company) when delivered (if delivered in person) between 9.00 AM and 5.00 PM on the working day at the address of the other Party set forth above or if sent on email.
5. Either Party to this Agreement 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.

15.24.7 Variations and Further Assurance

1. No amendment, variation or other change to this Agreement shall be valid unless authorised in accordance with the Change Control Process as set out in the in the RFP. Such amendment shall be made in writing and signed by the duly authorised representatives of the Parties to this Agreement.
2. Each Party to this Agreement 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.

15.24.8 Severability and Waiver

1. If any provision of this Agreement, 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 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 by 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.
2. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement 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.

15.24.9 Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement, 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 shall be borne solely by the Party which incurred them.

15.24.10 Ethics

The SI 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 CERSAI 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 CERSAI standard policies and may result in cancellation of this Agreement.

15.24.11 Entire Agreement

This Agreement 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 fraud, misrepresentation and corrupt practice.

15.24.12 Amendment

Any amendment to this Agreement shall be made by mutual written consent of the Parties.

15.25 Governing Law and Dispute Resolution

15.25.1 This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.

15.25.2 Any dispute arising out of or in connection with this Agreement shall in the first instance be dealt with in accordance with the conciliation procedure as set out in the Project Management and Governance provisions set out in the RFP and in Project Management and Governance Schedule attached to this Agreement.

15.25.3 In the case of dispute arising upon or in relation to or in connection with the Agreement between CERSAI and the SI, which has not been settled in accordance with Clause 15.25.2 above within 10 days of start of procedure, any Party can submit the dispute for arbitration under the Arbitration and Conciliation Act, 1996 read with ICADR Arbitration Rules, 1996. The International Centre for Alternative Dispute Resolution will provide the administrative services in accordance with the ICADR Arbitration Rules, 1996.

15.25.4 The arbitration shall be presided upon by a sole arbitrator to be appointed by ICADR. The sole arbitrator shall be appointed by ICADR in accordance with and in full satisfaction of the qualifications to be prescribed for such arbitrator, including but not limited to qualifications as to technical experience, nationality and legal experience, by CERSAI, at the time of appointment of the sole arbitrator.

15.25.5 Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.

15.25.6 The decision of the arbitrator shall be final and binding upon both Parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by CERSAI and the SI. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

Annexure – Audit, Access and Reporting

1. **PURPOSE**
   i) This Schedule details the audit, access and reporting rights and obligations of CERSAI or its nominated agency and the SI. This Schedule is in addition to, and in derogation of, the audit rights and process provided in the RFQ.
2. **AUDIT NOTICE AND TIMING**
   i) As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits (Other than those mentioned as part of the mandatory requirements for successful delivery and acceptance of the System) during the Project Implementation Phase and the Operation and Maintenance Phase. Such timetable during the Implementation Phase, CERSAI and thereafter during the operation Phase, CERSAI shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the SI any further notice of carrying out such audits.
   ii) CERSAI 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 SI, a security violation, or breach of confidentiality obligations by the SI, provided that the requirement for such an audit is notified in writing to the SI 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 SI considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Project Governance and Management section of RFP.
   iii) Except as provided in 2.2 above, audits shall be conducted by with adequate notice of 2 weeks to the SI.
3. **ACCESS**
   i) The SI shall provide to CERSAI 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. CERSAI or its nominated agency shall have the right to copy and retain copies of any relevant records. The SI shall make every reasonable effort to co-operate with them.

4. **AUDIT RIGHTS**
   i) CERSAI or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), 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:
      - The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of CERSAI and documentation related thereto;

- That the actual level of performance of the services is the same as specified in the SLA;
- That the SI has complied with the relevant technical standards, and has adequate internal controls in place;
- SI's development and testing facilities;
- SIs deployment of resources and their attendance records;
- SI's internal testing results; and
- The compliance of the SI with any other obligation under the Agreement;

ii) Unless otherwise provided in the RFP, Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by CERSAI.

iii) For the avoidance of doubt the audit rights under this Schedule shall not include access to the SI's profit margins or overheads, any confidential information relating to the SI' employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercially confidence in nature which are not relevant to the Services associated with any obligation under the AGREEMENT.

5. AUDIT RIGHTS OF SUPPLIERS AND AGENTS

i) The SI shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with suppliers and agents who supply labour, services, equipment or materials in respect of the services. The SI shall inform CERSAI or its nominated agency prior to concluding supply agreement of any failure to achieve the same rights of audit or access.

ii) REPORTING: The SI will provide quarterly reports to CERSAI or its nominated agency regarding any specific aspects of the Project and in context of the audit and access information as required by CERSAI or its nominated agency.

6. ACTION AND REVIEW

i) Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to CERSAI or its nominated agency and the SI's Project Manager shall inform CERSAI about the actions that would be taken by the SI in respect of such discrepancies within a period of thirty (30) calendar days from the submission of the said audit / assessment report or such earlier time period as notified by CERSAI.

ii) Any change or amendment to the systems and procedures of the SI, where applicable, arising from the audit / assessment report shall be agreed within thirty (30) calendar days from the submission of the said audit / assessment report or such earlier time period as notified by CERSAI. The changes agreed by CERSAI, or any changes suggested by CERSAI, shall be implemented by the SI within a period of not more than 30 days or such other period as may be requested by the SI and agreed to by CERSAI.

7. TERMS OF PAYMENT

i) Except for the audits that are required to be conducted by the SI as provided the RFP for which the costs will be borne by the SI, CERSAI shall bear the cost of other audits and inspections. The SI shall bear all costs for all reasonable assistance and information provided under the AGREEMENT, the Project

Implementation, Operation and Maintenance SLA by the SI pursuant to this Schedule.

8. RECORDS AND INFORMATION

i) For the purposes of audit in accordance with this Schedule, the SI shall maintain true and accurate records in connection with the provision of the services and the SI shall handover all the relevant records and documents upon the termination or expiry of the AGREEMENT.

Annexure: Project Management and Governance

Project Management

Some of the key project management governance requirements are covered in this section. The SI is expected to detail the governance framework in its proposal and can also propose its own governance structure as part of response to this RFP. The SI's proposed governance model will be discussed between SI and CERSAI at the time of on-boarding. The final governance model needs to be approved by CERSAI.

1. **Project Management Office (PMO)**
   A Project Management office will be set up during the start of the project. The PMO will, at the minimum, include a designated full time Project Manager from SI. It will also include key persons from other relevant stakeholders including members of CERSAI's Project Working Group (PWG) and other officials/representatives by invitation. The operational aspects of the PMO need to be handled by the SI including maintaining weekly statuses, minutes of the meetings, weekly/monthly/project plans, etc.
   PMO will meet formally on a weekly basis covering, at a minimum, the following agenda items:
   i) Project Progress
   ii) Delays, if any – Reasons thereof and ways to make-up lost time
   iii) Issues and concerns
   iv) Performance and SLA compliance reports;
   v) Unresolved and escalated issues;
   vi) Change Management - Proposed changes, if any
   vii) Project risks and their proposed mitigation plan
   viii) Discussion on submitted deliverable
   ix) Timelines and anticipated delay in deliverable if any
   x) Any other issues that either party wishes to add to the agenda.
   During the development and implementation phase, there may be a need for more frequent meetings and the agenda would also include:
   i) Module development status
   ii) Testing results
   iii) IT infrastructure procurement and deployment status
   iv) Status of setting up/procuring of the Helpdesk, DC hosting, etc.
   v) Any other issues that either party wishes to add to the agenda.
   Bidder shall recommend PMO structure for the project implementation phase and operations and maintenance phase.
2. **Steering Committee**
   i) The Steering Committee will consist of senior stakeholders from CERSAI, its nominated agencies and SI.
   ii) SI will nominate its country head or his/her immediate sub-ordinate to be a part of the Project Steering Committee. The SI shall participate in monthly Steering Committee meetings and update Steering Committee on Project progress, Risk parameters (if any), Resource deployment and plan, immediate tasks, and any obstacles in project. The Steering committee meeting will be a forum for seeking and getting approval for project decisions on major changes etc.

iii) All relevant records of proceedings of Steering Committee should be maintained, updated, tracked and shared with the Steering Committee and Project Management Office by SI.
iv) During the development and implementation phase of the project, it is expected that there will be at least fortnightly Steering Committee meetings. During the O&M phase, the meetings will be held at least once a quarter.
v) Other than the planned meetings, in exceptional cases, CERSAI may call for a Steering Committee meeting with prior notice to the SI.

3. Project Monitoring and Reporting

i) The SI shall circulate written progress reports at agreed intervals to CERSAI and other stakeholders. Project status report shall include Progress against the Project Management Plan, status of all risks and issues, exceptions and issues along with recommended resolution etc.
ii) Other than the planned meetings, in exceptional cases, project status meeting may be called with prior notice to the Bidder. CERSAI reserves the right to ask the bidder for the project review reports other than the standard weekly review reports.

4. Risk and Issue management

i) The SI shall develop a Risk Management Plan and shall identify, analyse and evaluate the project risks, and shall develop cost effective strategies and action plans to mitigate those risks.
ii) The SI shall carry out a Risk Assessment and document the Risk profile of CERSAI based on the risk appetite and shall prepare and share the CERSAI Enterprise Risk Register. The SI shall develop an issues management procedure to identify, track, and resolve all issues confronting the project. The risk management plan and issue management procedure shall be done in consultation with CERSAI.
iii) The SI shall monitor, report, and update the project risk profile. The risks should be discussed with CERSAI and a mitigation plan be identified during the project review/status meetings. The Risk and Issue management should form an agenda for the Project Steering Committee meetings as and when required.

5. Staffing requirements

i) CERSAI has identified certain key positions that should be part of SI's team during execution. SI shall provide resource deployment schedule including these key positions and other team members as mentioned in RFP Vol 1.
ii) CVs of the key resources need to be submitted along with the proposal.
iii) Please note that CERSAI shall require that all project related discussion should happen in CERSAI office. While the identified key personnel will operate out of CERSAI's office, other key members of the development/Data Centre team may need to travel to CERSAI office for critical Project/Steering Committee meetings at their own expenses.

6. Governance procedures

i) SI shall document the agreed structures in a procedures manual.

7. Planning and Scheduling

i) The SI will prepare a detailed schedule and plan for the entire project covering all tasks and sub tasks required for successful execution of the project. The SI has to get the plan approved from CERSAI at the start of the project and it should be updated every week to ensure tracking of the progress of the project.
ii) The project plan should include the following:
    - The project break up into logical phases and sub-phases;
    - Activities making up the sub-phases and phases;
    - Components in each phase with milestones;
    - The milestone dates are decided by CERSAI in this RFP. SI cannot change any of the milestone completion dates. SI can only propose the internal task deadlines while keeping the overall end dates the same. SI may suggest improvement in project dates without changing the end dates of each activity.
    - Key milestones and deliverables along with their dates including those related to delivery and installation of hardware and software;
    - Start date and end date for each activity;
    - The dependencies among activities;
    - Resources to be assigned to each activity;
    - Dependency on CERSAI

Annexure - Exit Management Schedule

1. **Purpose**
   i) This Schedule sets out the provisions which will apply six (6) months prior to expiry of the Term of the Agreement or from the effective date of termination of the Agreement. In the case of termination of any part of the Agreement or Services, the provisions of this Schedule shall, mutatis mutandis, apply to the part of Agreement or Services terminated.
   ii) In this Schedule, the term 'Replacement Vendor' shall mean any third party that CERSAI or its nominated agencies appoint to replace SI upon expiry of the Term or earlier termination of this Agreement to undertake the Services or part thereof;
   iii) SI shall ensure that its respective associated entities, subcontractors, vendors carry out their respective obligations set out in this Exit Management Schedule.
2. **Continuation Of Project**
   i) In case of the Agreement being terminated by CERSAI, CERSAI reserves the right to ask SI to continue running the project operations for a period of 6 months after termination orders are issued and SI shall be obliged to provide such services for such period without any additional cost and expense to CERSAI and without any impediment in the quality of services (measured against the target service levels defined in the Service Level Agreement in the RFP).
   ii) SI will pass on to CERSAI and/or to the Replacement Vendor, the subsisting rights in any licensed products on terms not less favourable to CERSAI/ the Replacement Vendor, than that enjoyed by SI.
3. **Cooperation And Provision Of Information**
   i) During the exit management period:
      a. SI will allow CERSAI 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 CERSAI to assess the existing services being delivered;
      b. SI, on reasonable request by CERSAI, shall promptly provide access to and copies (hard and soft copies as deemed necessary by CERSAI) of all information held or controlled by SI which it has prepared or maintained in accordance with this Agreement relating to any material aspect of the Services (whether provided by the previous vendor, SI or sub-contractors appointed by SI). CERSAI shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. SI shall permit CERSAI and/or its nominated agencies to have reasonable access to the employees engaged for providing services and facilities as reasonably required by CERSAI to understand the methods of delivery of the services employed by SI and to assist appropriate knowledge transfer.
   ii) During the exit management period, the Replacement Vendor shall submit periodic reports on the progress of the transition with CERSAI and SI. SI shall ensure that any issues and gaps highlighted in such reports shall be resolved to the satisfaction of CERSAI.

4. Confidential Information, Security And Data

i) SI will promptly on the commencement of the exit management period supply to CERSAI or its nominated agency the following:
   a. information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services;
   b. documentation relating to Project's Intellectual Property Rights;
   c. documentation relating to sub-contractors;
   d. all current and updated data as is reasonably required for purposes of CERSAI or its nominated agencies transitioning the services to its Replacement Vendor in a readily available format nominated by CERSAI and/or its nominated agency;
   e. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable CERSAI or its nominated agencies, or its Replacement Vendor to carry out due diligence in order to transition the provision of the Services to CERSAI or its nominated agencies, or its Replacement Vendor (as the case may be).

ii) Before the expiry of the exit management period, SI shall deliver to CERSAI or its nominated agency all new or up-dated materials from the categories set out above (or any other information and data requested by CERSAI) and shall not retain any copies thereof, except that SI may be permitted to retain one copy of such materials for archival purposes only as approved by CERSAI.

iii) On completion of the exit management period, SI shall delete all Confidential Information and CERSAI Data from SI's system and provide a certificate to CERSAI stating the completion of deletion of all such data and information.

5. Employees

i) Promptly, on reasonable request at any time during the exit management period, SI shall, subject to Applicable Laws, restraints and regulations (including in particular those relating to privacy) provide to CERSAI or its nominated agency a list of all employees (with job titles and contact information) of SI and its sub-contractor dedicated to providing the services at the commencement of the exit management period.

6. Transfer Of Certain Agreements

i) On request by CERSAI or its nominated agency SI shall effect such assignments, transfers, licences and sub-licences as CERSAI may require in favour of CERSAI or its nominated agencies or its Replacement Vendor in relation to any equipment lease, maintenance or service provision agreement between SI and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by CERSAI or its nominated agency or its Replacement Vendor.

7. Rights Of Access To Premises

i) At any time during the exit management period, where Assets are located at SI's premises, SI 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) CERSAI or its nominated agency and/or any Replacement Vendor in order to make an inventory of the Assets.

ii) SI shall also give CERSAI or its nominated agency or its nominated agencies, or any Replacement Vendor right of reasonable access to SI's premises and shall procure CERSAI or its nominated agency or its nominated agencies and any Replacement Vendor 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 Agreement as is reasonably necessary to migrate the services to CERSAI or its nominated agency, or a Replacement Vendor.

8. General Obligations Of Si

i) SI shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to CERSAI or its nominated agency or its Replacement Vendor and which SI has in its possession or control at any time during the exit management period.

ii) For the purposes of this Schedule, anything in the possession or control of any Vendor, associated entity, or sub-contractor is deemed to be in the possession or control of SI.

iii) SI shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

9. Exit Management Plan

i) SI shall provide to CERSAI 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 Agreement as a whole and in relation to the various phases of the Project:

   a. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor 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;

   b. plans for the communication with such of SI's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on CERSAI's operations as a result of undertaking the transfer;

   c. (if applicable) proposed arrangements for the segregation of SI's networks from the networks employed by CERSAI and identification of specific security tasks necessary at termination;

   d. plans for provision of contingent support to CERSAI and Replacement Vendor for a reasonable period after transfer.

ii) SI shall re-draft the Exit Management Plan every six (6) months thereafter to ensure that it is kept relevant and up to date.

iii) Each Exit Management Plan shall be presented by SI to and approved by CERSAI or its nominated agencies.

iv) The terms of payment as stated in the Terms of Payment Schedule include the costs of SI complying with its obligations under this Schedule.

v) In the event of termination of the Agreement/ Services or any part thereof, or 6 months prior to expiry of the Term of the Agreement, each Party shall comply with the Exit Management Plan envisaged in this Schedule.

vi) During the exit management period, SI shall use its best efforts to deliver the services.

vii) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule and the express provisions of the Agreement. However, SI shall, within 30 days of commencement of the exit management period, submit a complete, accurate and up to date account of (a) all payments made by CERSAI till the effective date of commencement of the exit management period to SI; (b) all payments that are due and payable to SI by CERSAI till the effective date of commencement of the exit management period; and (c) all payments that may be payable by CERSAI to SI till the effective date of completion of the exit management period.

viii) This Exit Management plan shall be furnished in writing to CERSAI or its nominated agencies within 90 days from the Effective Date of this Agreement.

16 Annexures

16.1 Annexure I: Functional, Technical & Non-Functional Requirements

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
1.	Entity Registration	1.1	System should allow the users to access the entity registration form
		1.2	System should allow the user to fill up the entity registration form online
		1.3	System should allow the users to submit the entity registration request online
		1.4	System should allow CERSAI users to access requests for entity registration
		1.5	System should allow CERSAI users to approve / reject the entity registration request
		1.6	System should allow CERSAI user to deactivate registered entities
		1.7	System should allow the functionality of merger of entities
		1.8	System should allow the functionality of intermediaries (entities appointed by FIs)
		1.9	System should send communication back on the entered mobile number and email id of the applicant entity on the status of the registration
2.	Registration of Transactions	2.1	System should allow registered users to access the registration of transactions form online
		2.2	System should allow registered users to fill up the registration of transactions form online as well as a downloadable PDF
		2.3	System should allow the user to submit registration of transactions form online
		2.4	For successful registrations system should generate a unique Central Registry Asset ID and Security Interest ID
		2.5	System should communicate the registration of transaction information to the registered user through provided email ID
		2.6	System should allow the user to register Consortium / Multiple Banking Arrangement Financing for a particular charge
		2.7	System should allow the user to create Ranking of Charges
		2.8	System should generate a report for the registered transaction
3.	Modification of Security Interest Registered	3.1	System should allow the registered users to search on a unique Asset ID, Security Interest ID or Asset Details
		3.2	System should display the user an exact match (Central Registry Asset ID and Security Interest ID) or list of probable matches (in case of an address) as search results
		3.3	System should allow the user to select a particular record for modification
		3.4	System should allow registered users to only select records created by the entity
		3.5	System should allow the users to modify details of the

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			selected record and submit back to the system
		3.6	System should allow the user functionality to Transfer Charge: Original entity should be able to transfer charge (completely or partially) to ARC
4.	Satisfaction of Security Interest	4.1	System should allow the registered users to search on a Central Registry Asset ID and Security Interest ID or asset details
		4.2	System should display the user an exact match (Central Registry Asset ID and Security Interest ID) or list of probable matches (in case of an address) as search results
		4.3	System should allow the user to select a particular record for satisfaction
		4.4	System should allow registered users to only select records created by the entity
		4.5	System should allow the users to satisfy the security interest and remove the same from active list of searchable asset IDs
		4.6	System should allow the user to undertake Partial Satisfaction of charge
5.	Rectification in matters of Registration, Modification & Satisfaction	5.1	System should allow the registered users to search on a Central Registry Asset ID and Security Interest ID or asset details
		5.2	System should display the user an exact match (Central Registry Asset ID and Security Interest ID) or list of probable matches (in case of an address) as search results
		5.3	System should allow the user to select a particular record for rectification
		5.4	System should allow registered users to only select records created by the entity
		5.5	System should allow the users to rectify details of the selected record and submit back to the system
6.	Search & Query	6.1	System should allow both registered and un-registered users to access search and query
		6.2	System should display users range of entities that the central registry can be searched upon
		6.3	System should allow the users to input the search criteria and submit request
		6.4	System should display a list of probable search results within configurable confidence levels
		6.5	System should allow the users to view on a particular record
		6.6	System should allow the users to generate a report for the submitted criteria and allow it to be emailed to the registered email ids with CERSAI
		6.7	Should be able to support both structured and unstructured data, and a combination of them.
		6.8	Should support surmised/contextual search.
		6.9	Should support search and contextualize results based on user profiles and roles.
		6.10	System should allow the users to conduct GPS based query on Latitude and Longitude
		6.11	Should be able to search information from all possible

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			data sources present in the ecosystem which includes but not limited to internal and external data sources such as portal, integrated content management system, databases etc. The solution should be capable of making content from multiple enterprise-type sources, such as databases and intranets, searchable to a defined audience
		6.12	The solution should be capable of searching in external data repositories (of both structured and unstructured data) which will have interface with the solution
		6.13	The search solution should support automatic spelling checks, query suggestions.
		6.14	The solution should support dynamic result clustering.
		6.15	The solution should index data and documents from a variety of sources such as: file systems, intranets, document management systems, e-mail, databases and other integrated external systems.
		6.16	Enterprise search platforms with futuristic capabilities like context based search, machine learning and natural language processing capabilities, content analytics and searching with subjective questions or phrases etc.
		6.17	The search platform must be scalable to search millions of records.
		6.18	The search engine should have the ability to securely search internal, external systems or applications preferably without needing to index them at all times.
		6.19	The search should show results to the user based on the authorization and authentication of the user.
		6.20	Security profiles of the underlying systems should be respected so that users can only see the information for which they are authorized.
		6.21	The search platform should preferably provide a platform that is easy and quick to customize. A web-based intuitive administrative interface is advantageous.
		6.22	The search platform should be able to handle industry specific taxonomies and ontologies, as may be required during the course of operations.
		6.23	Search users should be able identify and extract specific entities relevant to their interest area fairly easily and quickly.
		6.24	The search platform should support dynamic categorisation of results in order to accelerate searching process.
		6.25	The system must allow the business users to search the entire CERSAI data repository for an individual registered user etc.
		6.26	The system must be able to search, filter and publish results in various formats and on multiple parameters
		6.27	The proposed system must have a search feature which should be capable of including full word matches, partially matching words, misspelt words and different tense of words in the result
		6.28	The proposed system should allow the business users to run tagging and text enrichment from the front end

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			himself
		6.29	The proposed system should have an in-built thesaurus which should be referenced by the search feature for finding similar meaning words from the database and including those records in the search results
		6.30	The proposed system should have a stemming feature for including different forms of same word in the search results i.e. a search for "running" should include "Run", "Ran" in the results
		6.31	The proposed system should have a feature for specifying stop words that should not be included in the search i.e. "and", "for", "with", "from", etc. should not be considered for deciding the search results
7.	Credit Reconciliation	7.1	System should allow the registered users to submit request for credit allocation to CERSAI
		7.2	System should allow the user to input and submit data related to credit allocation
		7.3	System should allow CERSAI users to access submitted requests through a dashboard
		7.4	System should allow primary CERSAI users approve / reject the transaction requested
		7.5	System should allow the secondary CERSAI users to view all preliminary approve transactions
		7.6	System should allow the secondary user to approve / reversal preliminary approved transaction requests.
		7.7	System should credit accounts of registered users, whose transactions have been approved by CERSAI
		7.8	System should generate a challan for the credit reconciliation digitally signed
		7.9	System should allow the banks and FIs to post request for amount credit in their
		7.10	System should allow for automatic reconciliation of amount remitted with request for deposit with the CERSAI account holding bank through APIs
8.	System Administration	8.1	System should allow the users to deploy the application on various environments
		8.2	System should allow the users for patch management
		8.3	System should allow for version control of the application complete with deployment history
		8.4	System should allow the users to access and configure the user management modules
		8.5	System should allow the users to access and configure the work-flow engines
		8.6	System should allow the users to access and configure the business rules engine
		8.7	System should allow the users to access and configure the business validations
		8.8	System should allow the users to access and configure the portal configuration module
		8.9	System should allow the users to access and configure the hierarchy management module
		8.10	System should allow the users to access and configure the

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			role based user dashboards
		8.11	System should allow the users to access and configure the role based access to the system
		8.12	System should allow the users to access and configure the user administration module
		8.13	System should allow the users to access and configure the master data management module
		8.14	System should allow the users to access and configure the data encryption module
		8.15	System should allow the users to access and configure the search and query module
		8.16	System should allow the users to access and configure the payment gateway
		8.17	System should allow the users to access and configure integration with external data sources
		8.18	System should allow the users to access and configure the Central Registry Portal
		8.19	System should allow the users to access and configure the Helpdesk module
		8.20	System should allow the users to configure the email and messaging modules
9.	User Administration	9.1	System should allow the users to create registered portal users (registered internal & verified institutional users)
		9.2	System should allow the users to modify details of registered users
		9.3	System should allow the users to delete / de-register / deactivate access of registered users
		9.4	System should allow the users to archive details of registered users
		9.5	System should allow the users to assign, edit and delete roles based on role-access engine
		9.6	System should allow the users to assign / integrate digital signatures to all registered users
10.	Master Management	10.1	System should allow the registered users to access the MDM module based on access rights
		10.2	System should allow the registered users to create, edit, modify and delete meta data
		10.3	System should allow the registered users to archive meta data
		10.4	System should allow the registered users to add, edit, modify, delete values to meta data added
		10.5	System should allow the registered users to link the meta data to the values
		10.6	System should keep a date, time, user log of all deleted and archived meta data and values
11.	Hierarchy Management	11.1	System should allow the users to configure the hierarchy entity wise for all registered entities (maker and checker)
12.	Work-flow Management	12.1	System should allow the user to create / modify / delete workflows
		12.2	System should support easy workflow configuration, its maintenance, and need based modification, addition alteration of the steps

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
		12.3	System should support process modelling
		12.4	System should have facility to simulate a process before launching it so that appropriate changes can be made based on findings.
		12.5	System must facilitate dynamic web form design functionality
		12.6	System should provide business rule engine and a management platform. Users shall be able to modify the business rules online without any need of deployment. System shall also have business rule connector so that it can talk to any 3rd party business rule engine
		12.7	System should have complex XML based data management capabilities.
		12.8	System should allow saving custom BPM templates so that end user can tailor a business process based on any of the custom template.
		12.9	System should offer performance monitoring features for the business processes. The system shall be capable of identifying, reporting inefficient processes and operations and/or those with high level of error and omission
		12.10	System should expose W3C standard web services and REST based web services so that it can communicate to any other technology layer seamlessly.
		12.11	System should have capabilities which will enable business activity monitoring (BAM) and capture audit trail of all transactions as well. Web based dashboard shall be made available for accessing all reports. The BAM framework shall provide capability to generate various graphical reports on data.
		12.12	System should provide dashboard view for showing multiple reports. Dashboard view and content can be customized for individuals.
		12.13	System should provide option to define KPI (Key Process Indicators) on processes and enable dashboard and drill-down reports on KPI.
		12.14	System should have email integration capabilities and shall accommodate event or criteria driven email notification to select user group.
		12.15	System should have web based interface for performing all the administration work. Admin should be able to add new queue and add multiple work steps to it.
		12.16	System should support various message routing capabilities e.g. the system should be capable of allowing automatic temporary re-routing of jobs to one or more other users, sequential routing, parallel routing, rule based routing etc.
		12.17	The system should be capable of referring to the appropriate documents/records through link or index, without the need of attaching the physical documents with the workflow. The system should be capable to extract documents from a CMS / DMS through links.
		12.18	The system should provide option to enable human interaction through mobile devices.

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
		12.19	System should have capabilities to allocate and distribute generated tasks to users and user groups. The task allocation methods may be through pull or push model in offering or allocating mode randomly or in round-robin mechanism. Participants of the task can be specified during design time statically or during run time using expressions or through organization entity identification process. System shall offer capability to specify time limit to a task.
		12.20	System should have ability to escalate human tasks based on pre-defined criteria and expire select tasks as applicable by specifying expiration date.
		12.21	System should have the ability to persist various process data and state in storage space.
13.	Business-Rule Management	13.1	System should allow the user to create / modify / delete business rules through a rule engine
14.	Role based User Dashboard	14.1	System should allow the role based access to users, based on business rules and access matrix
15.	Data Encryption	15.1	All the interfaces between various applications and user are encrypted using appropriate protocols (such as HTTPS, IPSec etc.), algorithm and key pairs.
		15.2	The Central Registry Solution should support 128-bit encryption for transmission of the data over the Internet.
		15.3	Object signing and encryption of attachments (documents) shall be compliant to published DeitY standards.
		15.4	Proposed solution must be secured to both internal and external parties (such as through password encryption)
		15.5	The Network / Transport level should include Network Link Encryption (IPSEC) and encrypted HTTP session using SSL (HTTPS)
		15.6	The Central Registry Solution should use audit controls, electronic signatures, data encryption and other methods to assure the authenticity of transaction and other relevant data
		15.7	The Central Registry Solution should treat the following events as security incidents: unsuccessful log-on, intrusion detection, malfunctioning of encryption facility, etc.
		15.8	Database server should support most granular column encryption to encrypt sensitive data
16.	Security	16.1	The Central Registry Solution must comply with the Application Security Plan and security guidelines of Government of India and RBI as applicable
		16.2	Incorporate validation checks into applications to detect any corruption of information through processing errors or deliberate acts.
		16.3	Validate the data output from an application to ensure that the processing of stored information is correct and appropriate to the circumstances
		16.4	Should implement secure error handling practices in the application
		16.5	Have Role based access, encryption of user credentials.

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			Application level security should be provided through following security controls: ▪ Prevent SQL Injection Vulnerabilities for attack on database ▪ Prevent XSS Vulnerabilities to extract user name password (Escape All Untrusted Data in HTML Contexts and Use Positive Input Validation) ▪ Secure Authentication and Session Management control functionality shall be provided through a Centralize Authentication and Session Management Controls and Protect Session IDs from XSS ▪ Prevent Security Misconfiguration Vulnerabilities (Automated scanners shall be used for detecting missing patches, misconfigurations, use of default accounts, unnecessary services, etc. maintain Audits for updates ▪ Prevent Insecure Cryptographic Storage Vulnerabilities (by encrypt off-site backups, ensure proper key storage and management to protect keys and passwords, using a strong algorithm) ▪ Prevent Failure to Restrict URL Access Vulnerabilities (By providing authentication and authorization for each sensitive page, use role-based authentication and authorization and make authentication and authorization policies configurable ▪ Prevent Insufficient Transport Layer Protection Vulnerabilities (enable SSL for all sensitive pages, set the secure flag on all sensitive cookies and secure backend connections ▪ Prevent Invalidated Redirects and Forwards Vulnerabilities ▪ For effective prevention of SQL injection vulnerabilities, the Central Registry Solution should have monitoring feature of database activity on the network and should have reporting and mechanism to restrict or allow the traffic based on defined policies.
17.	Role-based Access	17.1	Allow only users with privileges to access and use the portal modules and services
18.	Integration of Digital Signature	18.1	Should allow for seamless integration with Third Party Digital Signatures and through eSign
19.	Data Quality Management	19.1	System should allow authorized users to access the data quality assessment module
		19.2	System should present the users with data assessment on the quality of inputted by various institutions
		19.3	System should allow the users to conduct analysis on the data quality
		19.4	System should allow the users view and print reports in desired formats from the data quality assessment module
		19.5	Solution should provide data quality determination and analysis, error correction, recovery processing and related quality control procedures and processes.
		19.6	The solution should have set of data access methods that support direct real time access as well as batch and Data

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			as a Service.
		19.7	The solution should have data migration service for initial loads and periodic updates.
		19.8	The solution should have data migration management capability to ensure consistency as data moves across the real time enterprise.
		19.9	A flexible, extensible and open data model to hold the master data and all needed attributes (both structured and unstructured). In addition, the data model must be application neutral, yet support OLTP workloads and directly connected applications.
		19.10	The solution should have metadata management capability for items such as business entity matrix relationships and hierarchies.
		19.11	The solution should have source system management capability to fully cross-reference business objects and to satisfy seemingly conflicting data ownership requirements.
		19.12	The solution should have data quality function that can find and eliminate duplicate data while insuring correct data attribute survivorship.
		19.13	The solution should have set of data quality functions that can manage structured and unstructured data.
		19.14	The solution should have a data quality interface to assist with preventing new errors from entering the system even when data entry is outside the applications themselves.
		19.15	The solution should have continuing data cleansing function to keep the data up to date.
		19.16	The solution should have internal triggering mechanism to create and deploy change information to all connected systems.
		19.17	Data should be sufficiently accurate for the intended use and should be captured only once, although it may have multiple uses.
		19.18	Data should be captured at the point of activity.
		19.19	Where appropriate, base data, i.e. denominators and numerators, will be input into the system which will then calculate the result.
		19.20	Data should be recorded and used in compliance with relevant requirements, including the correct application of any rules or definitions.
		19.21	Relevant guidance and definitions should be provided for all statutory performance indicators.
		19.22	Data should reflect stable and consistent data collection processes across collection points and over time.
		19.23	Progress toward performance targets should reflect real changes rather than variations in data collection approaches or methods.
		19.24	Source data should be clearly identified and readily available from manual, automated or other systems and records.
		19.25	Protocols should exist where data is provided from a third

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			party.
		19.26	Data should be captured as quickly as possible after the event or activity and must be available for the intended use within a reasonable time period.
		19.27	Data must be available quickly and frequently enough to support information needs and to influence service or management decisions.
		19.28	Data captured should be relevant to the purposes for which it is to be used. This will require a periodic review of requirements to reflect changing needs.
		19.29	Data requirements should be clearly specified based on the information needs of the stakeholders and data collection processes matched to these requirements.
		19.30	A periodic assessment of information needs to be undertaken to verify the completeness of data
		19.31	The data shared by the external sources should be cleansed and de-duplicated by using algorithms and migration scripts by the SI after approval from CERSAI
		19.32	The system should allow comprehensive data validation techniques before saving data to the database
20.	Integration with Other Systems	20.1	The solution should support static/deterministic routing, content-based routing, rules-based routing, and policy-based routing, as applicable in various business cases.
		20.2	The solution should have features to communicate across different services, process them and expose as single aggregate service to facilitate business functionality
		20.3	The solution should have capabilities to receive input message in heterogeneous formats from various different systems, interpret those messages, process and transform those messages to generate output and feed them to various different clients as per formats applicable.
		20.4	The solution should have facility to run validation rules on input messages before beginning transformation and processing. On validation failure, system shall be able to generate meaningful error codes which can be passed back to the invoker.
		20.5	The solution should support queuing of messages, synchronous and asynchronous processing, fall back options in case upstream and downstream systems become unavailable temporarily.
		20.6	The solution should offer standard security features in the orchestration layer and provide option to make all communication across systems as secured.
		20.7	The solution should provide option to enable WSS (Web service security) of various kind (Token based, certificate based, mixed-mode) from web service exposure interface. The enablement shall be configurable using web based administrative interface.
		20.8	The solution should have event processing capabilities, on various system interruptions. System shall be able to generate alerts and email notifications to select groups.
		20.9	The solution should support standard message exchange patterns, web services, REST, SOAP/HTTP,

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			SOAP/HTTPS standards.
		20.10	The solution should have various adaptors to connect and communicate across heterogeneous external systems. The adaptors shall support secure communication, error handling for exception scenarios, transformation capabilities.
		20.11	The solution should have provisions to manage priority of messages in queue and switch the priority of messages at run time. System shall also be able to configure parallel message processing.
		20.12	The solution should have provisions to manage priority of messages in queue and switch the priority of messages at run time. System shall also be able to configure parallel message processing.
		20.13	The solution should support delayed message delivery in case of transmission failure. It shall support putting failed messages in redelivery queue for retransmission.
		20.14	The solution should not operate in single point of failure (SPOF) mode. It shall be load balanced to make sure high availability and minimal time lag in message processing and output transmission.
		20.15	The solution should be implemented using SOA design pattern.
		20.16	The solution should support SOA standards such as XML, XSLT, BPEL, web services standards and messaging standards.
		20.17	The solution should support all industry standards interfaces for interoperability between different systems
		20.18	The solution should support the following integration security standards: Authentication Authorization Encryption Secure Conversation Non-repudiation XML Firewalls Security standards support WS-Security 1.1 WS-Trust 1.3 WS-Secure Conversations 1.3 WS-Basic Security Profile
		20.19	The solution should support graphical user interface to configure various integration scenario
		20.20	The solution should support routing to all internal & external systems.
		20.21	The solution should have comprehensive auditing capabilities to support any internal or external audits.
		20.22	The solution should provide configurable logging feature for supporting error handling.
		20.23	The solution should include feature of service registry for managing all services
		20.24	The solution should support Business Activity Monitoring. One should be able to do a real time analysis

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			of the data flowing within the solution. One should be also able to monitor Key Performance Indicators.
		20.25	The solution should be able to interoperate and connect with applications deployed on a number of platforms including, AIX, HP-UX, Sun Solaris, Windows, Linux etc.
		20.26	The solution should support a whole suite of adapters such as Data Handler for XML, Exchange, Lotus Domino, industry standard packaged solutions etc.
		20.27	The solution should support various messaging patterns e.g. synchronous, asynchronous, pub/sub, multicast, etc.
		20.28	The solution should support SQL access to relational databases such as Oracle, DB2, MS SQL, Sybase, and Informix. Integration capabilities with NoSQL databases would be also advised.
		20.29	The proposed solution should support Time Control and Notification for messaging
		20.30	The solution should have an capabilities of Routing, Enrichment, Update, Transformation Processing
		20.31	The solution should support Message Expiry configuration
21.	Interoperability and Metadata Standards	21.1	Should be built on Service Oriented Architecture (SOA)
		21.2	Should use open or industry standard based message exchange protocols to ensure interoperability between participating systems.
		21.3	Should use of portable data and exchange protocols like XML and Web Service etc. as preferred much as possible
		21.4	Should ensure guaranteed delivery of messages by capturing the acknowledgment or confirmation of delivery and receipt of messages
		21.5	Should ensure integrity of data-in-transit through public network
		21.6	Should have proper error handling mechanism and message resend capability
		21.7	Should have the ability to view failed messages and reason for their failure
		21.8	Should ensure proper auditability and accountability of exchange of data between the proposed solution and other systems
		21.9	Should be developed using the published metadata standards by Department of Electronics & Information Technology (DeitY), Government of India
		21.10	The information and forms collected from various sources and the development of the solution web portal shall have to be converted into appropriate electronic open standard format(s) as mentioned in Interoperability Framework for E-Governance in India issued by Department of Electronics & Information Technology (DeitY), Government of India
22.	Management and Monitoring Services	22.1	Should provide reports to authorized users for end-to-end performance monitoring and control
		22.2	User should be able to generate the data pertaining to all the SLAs mentioned in this RFP document from this tool

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			and take appropriate action
		22.3	Should provide tools and metrics to support testing, solution performance monitoring, fault isolation, verification and validation of the end-to-end solution.
		22.4	Should have the ability to monitor in real-time all the activities and transactions of all the solution components.
		22.5	Should have the ability to show the status of all components and processes.
		22.6	Should have the ability to show all the services running across the solution and the recent reference bindings with an actual view of the service flows showing service-to-service relationship as well as drill down to service specific information
		22.7	Should have the ability to monitor and show all the statuses of the different infrastructure layers supporting the Portal platform
		22.8	Should have the ability to monitor the performance of the middleware showing capacity levels and transaction information
		22.9	Should have the ability to show recent faults and errors and be able to display recent error messages and exceptions handled
		22.10	Should support meeting specific SLAs by issuing customized and configurable alerts
		22.11	Should provide virtualization of the overall platform and IT Infrastructure
		22.12	Should be able to produce reports showing various performance metrics
		22.13	Should support monitoring policies (runtime, security policies) and report alerts when necessary
23.	Issue Management	23.1	System should allow authorized users to access the issue management module
		23.2	System should track service requests helpdesk module and queue them in issue management module
		23.3	System should allow supervisory roles to assign issues / service requests to designated teams
		23.4	Systems should allow designated teams to access the service request / issue
		23.5	System should allow authorized users to update status of issues / service requests along: Closed, Open, Pending for Information etc.
		23.6	System should send an email / SMS update to the service requester upon completion of the service request or status change
24.	Helpdesk Interface	24.1	System should provide an interface for the user to log any defects or enhancement requests on the application and track thereafter
		24.2	System should send alerts (e.g., email, SMS) to the user if the user chooses to whenever any action has been taken on the request
		24.3	System should enable the user to track the submitted defect or enhancement request.

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
		24.4	System should enable the help-desk user to view the reports on the submitted defects or enhancement requests category-wise, status-wise, and age-wise.
25.	Payment Gateway	25.1	Should support secure integration with Payment Service Providers
		25.2	Should support a unified interface to integrate with all Payment Service Providers
		25.3	Should support integration with Payment Service Providers using web services and over HTTP/S protocol
		25.4	Should manage messages exchange between UI and payment service providers
		25.5	Should support beneficiary's payment transactions tracking against various services
		25.6	Should support bank accounts reconciliation
		25.7	Should provide logs for all transactions performed through the Payment Gateway for future financial dispute resolution that might arise between entities and either beneficiaries or Payment Service Providers
		25.8	Should maintain and keep transactions logs for time period required and specified by the financial regulations followed in country
		25.9	Should support redundant Payment Discovery
		25.10	Should submit Periodic Reconciliation Report to government entities
		25.11	Should support transaction reports to monitor and track payments
		25.12	Should support real-time online credit card authorization for merchants
		25.13	Should support compliance with emerging trends and multiple payment options such debit card, credit card, cash cards and other payment gateways
		25.14	Should provide fraud screening features
		25.15	Should support browser based remote administration
		25.16	Should support multicurrency processing and settlement directly to merchant account
		25.17	Should support processing of one-time or recurring transactions using tokenization
		25.18	Should support real time integration with SMS and emails
		25.19	The interface should have • Interface Definition • Interface Owner • Interface Type • Interface Format • Frequency • Source System • API / Service / Store Procedure

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			• Entitlement Service • Consuming System • Interface Layout (or) Schema
		25.20	Should have provision for exceptional scenarios
		25.21	Should have syntax details such as data type, length, mandatory/option, default values, range values etc.
		25.22	Error code should be defined for every validation or business rule
		25.23	Inputs and outputs should be defined
		25.24	Should be backward compatible to earlier datasets
		25.25	Data exchange should provide transactional assurance
		25.26	Response time and performance characteristics should be defined for data exchange
		25.27	The failover scenarios should be identified
		25.28	Data exchange should be auditable
		25.29	Data exchange should abide by all laws on privacy and data protection
26.	Mobile Enablement & SMS Gateway	26.1	Should allow the solution to be accessible on all mobile devices such as Tablets, Smartphones etc. in a responsive manner
		26.2	Support automated alerts that allows to set up triggers that will automatically send out reminders
		26.3	Provide provision for International SMS
		26.4	Resend the SMS in case of failure of the message
		26.5	Provide messaging templates
		26.6	Allow group to be formed for group messages
		26.7	Store history for all messages along with logs
		26.8	Provide provision to print the SMS and logs
27.	Email Messaging	27.1	Provide an email solution for CERSAI officials
		27.2	Email solution would also be used to send automatic alerts and notifications from the Central Registry Online workflow and hence, required seamless integration with the entire module set of Central Registry Solution
		27.3	Email solution should be comprehensive in terms of ATS, Updates/Upgrades, etc. SI will be responsible for assessing the requirement of associated components
28.	Geo-Tagging (for Immovable Properties only)	28.1	Should allow users to capture longitude and latitude in the application forms
		28.2	Should display the captured location on a GIS map
		28.3	Should allow the user to search through the mobile app based on Geo location of the device
29.	Central Registry Portal	29.1	System should allow user (citizens and banks …) to access portal via the Internet
		29.2	System should display list of links on the portal for information, interaction and transaction (kinds of services)
		29.3	Proposed portal will be single integrated user interface for all stakeholders. Core and Non-Core Modules will be exposed through Portal console using single-sign on mechanism.

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
		29.4	Portal should enable personalization and configuration at user level as well as CERSAI level. The portal should be capable of directing relevant content and information to individual users/ roles, and provide end user customization.
		29.5	Portal should enable content publishing within portal framework. It should support or should be capable of integrating with a content management solution. Intention is that the Portal should enable content publishing within portal framework.
		29.6	The portal should not allow concurrent sessions for same user. The system should automatically log out a customer in case of session breakdowns (e.g., communication failure, high inactivity period - these should be parameterized)
		29.7	The portal should implement security features, such as password complexity, automatic blocking (temporary/permanent) of user logins after given number of unsuccessful login attempts (should be parameterized), controlled access to content stored on the portal and logging of security incidents. It should be able to manage security rights and privileges by individual, group and role, and should support single sign-on mechanism.
		29.8	Portal should support HTTPS protocol on Transport Layer Security (TLS).
		29.9	The portal should support the leading browsers such as Internet Explorer, Firefox, Chrome etc.
		29.10	The portal should be able to expose / publish functional applications seamlessly
		29.11	The portal should provide search engine with advanced full-text search capabilities. The search engine should be able to search for requests within the portal.
		29.12	Should provide support for comprehensive audit trail features such as: • Daily activities log should be merged into the history log files with IP addresses of users • Date, time and user-stamped transaction checklist should be on-line generated for different transactions • All transaction screens should display system information • Daily activity reports should be provided to highlight all the transactions being processed during the day • Unsuccessful attempts to log-in to the system should be recorded
		29.13	Portal should be compatible to mobile devices using responsive design principles
		29.14	Portal should be interoperable with industry standard databases
		29.15	Portal should be capable of Supporting Multilingual content capabilities

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
		29.16	Should have multilingual capabilities with regional, localization and Unicode support.
		29.17	Should be able to integrate with common office application
		29.18	Should authenticate users from Active Directory/LDAP, claim based authentication
		29.19	Should support web services APIs, BLOB Storage, custom code solutions, REST, WSRP
		29.20	Should support virtualization
		29.21	Should support customization of Look and feel of the portal
		29.22	Should support a broad range of standards, preferably open standards. Some examples are DOM 1.0, HTML 5, HTTP, HTTPS, MathML, ODBC , ODF (IS26300) , Open XML (IS29500), OpenSearch, OpenType, PDF 1.7, PDF/A, RTF, RSS, ATOM, SOAP, SVG, REST, UDDI, Unicode, URI/URN, W3C XML Schema, WCAG 2.0, WebDAV, WSDL, WSRP, XHTML, XML, XML Web Services, XMLDsig, XPATH, XPS, XSLT
		29.23	Should integrate with email servers
		29.24	Should integrate with instant messaging services
		29.25	Should integrate with any other portal products through open standards such as HTML, XML, RSS, web services, and WSRP.
		29.26	Role Based Access
		29.27	Should support encryption and compression features
		29.28	Should support multiple roles with associated access controls.
		29.29	Should support upload, store, organize and share documents
		29.30	Should preferably be XHTML 1.0/WCAG 2.0 AA compliant
		29.31	Should have workflow capabilities with regard to the content approval/publishing process
		29.32	Should support Publishing content in web viewable formats
		29.33	Should provide multi-channel output capabilities
		29.34	Should support editions (versions/rollback) of the web site managed
		29.35	Users should be able to upload documents in multiple formats
		29.36	Users should be able to upload multiple files at the same time
		29.37	Should support 'Drag-and drop' file upload
		29.38	Should be able to 'send' documents to a project or group area by email
		29.39	Should be able to have embedded viewers for accessing documents in multiple formats without requiring other applications
		29.40	Should support creating and editing rich documents inside the browser
		29.41	Should have multi-user editing the same document.

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
		29.42	Should support version control, change tracking and comments in these documents
		29.43	Should support approval workflow
		29.44	Should support check In/check Out capabilities
		29.45	Should support version Control Capabilities (the number of major versions supported, minor versions, and branching)
		29.46	Should support document linking capabilities (static, dynamic, and/or other)
		29.47	Should supports the import of content into the repository
		29.48	Should support document and text indexing capabilities
		29.49	Should have offline capability for uploading content
		29.50	Should support image indexing capabilities
		29.51	Should be able to support to store and manage documents in the same repository
		29.52	Should Support Managed Metadata
		29.53	Should support Records Management
		29.54	Should support Document Sets
		29.55	Should support content archiving capabilities
		29.56	Should Support Digital Asset Management
		29.57	Should be able to add Site Feeds within a portal
		29.58	Should support federated search
		29.59	Should be able to customize search
		29.60	Should be able to perform read/write/update data to other RDBMS
		29.61	Should provide offline support for forms
		29.62	Should provide support (out-of-box) drag and drop of documents directly from File Manager / Windows Explorer to Browser for upload of documents in a document library.
		29.63	Availability of document metadata when offline
		29.64	Should support creation of ad hoc query by users
		29.65	Application forms should be created as templates and data could be stored separately.
		29.66	Data entry for Electronic forms could use a common office interface
		29.67	Bulk update of data should be available to any data source
		29.68	While the bulk data is getting uploaded it should also tell for errors if it encounters any
30.	Central Registry Mobile App	30.1	The app must be multilingual (at least Hindi and English initially, and basic app labels in Indian languages supported by latest Android, iOS, windows etc. (The App should be compatible with the latest and previous two versions of the operating systems, for the duration of the contract)
		30.2	The app should support basic search within the app
		30.3	The mobile app should be a hybrid app
		30.4	The app must have accessibility functionality baked in (compliance to W3C guidelines)
		30.5	The Mobile Application should provide an intuitive and user friendly GUI that enables users to navigate and apply actions with ease. The GUI should be responsive with

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			very little or no delays or time lag at launch or whilst navigating through screens.
		30.6	It should enable ease of configuration and changes to existing GUIs, and support the introduction of new screens.
		30.7	It should provide on screen tips and online help to aid users while interacting with it.
		30.8	Should make use of data available in the existing database and reduce duplicate data entry
		30.9	Apps should be easily customizable and easy to Administer data in the Central Registry database
		30.10	Network level security, traffic should be encrypted using secured connectivity
		30.11	Should support real time information via GPS availability
		30.12	The Mobile Application should provide an intuitive and user friendly GUI that enables users to navigate and apply actions with ease. The GUI should be responsive with very little or no delays or time lag at launch or whilst navigating through screens.
		30.13	Should structure overall content with proper tagging to make them screen reader friendly.
		30.14	Application should ensure Compatibility with all platforms such as windows, Android, Blackberry & Mac iOS etc.
		30.15	Solution should develop resolution independent design structure i.e. Mobile Application should adjust itself automatically as per the screen resolution of the Mobile
		30.16	Should provide Role Based Access control
		30.17	Mobile Apps should work flawlessly across different platforms
		30.18	Should be able to capture and track all events at device and console.
		30.19	Should support authentication using digital signatures
		30.20	Should have facility to download and upload files, including eForms
		30.21	The proposed solution should have the ability to show recent faults and errors and be able to display recent error messages and exceptions handled
		30.22	The proposed solution should integrate with the “Logging Engine/audit engine” and the “Exception Management” components
		30.23	System should have event processing capabilities, on various system interruptions. System should be able to generate alerts and email notifications to select groups.
		30.24	System should have email integration capabilities and shall accommodate event or criteria driven email notification to select user group.
		30.25	System should support configurable email notifications in case events like document deletion, document access removal, documents submission for approval.
		30.26	System should support generation of predefined alerts and notifications for various business activities e.g. Plan

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			clarification required, Plan approved, etc.
		30.27	All the forms should be at a minimum bilingual – Hindi and English and support other regional languages of India
31.	Offline / Online Forms	31.1	The system should have a comprehensive logging/ audit and exception handling mechanism
		31.2	System should have various adaptors to connect and communicate across heterogeneous external systems. The adaptors should support secure communication, error handling for exception scenarios, transformation capabilities.
		31.3	The proposed solution should have the ability to show recent faults and errors and be able to display recent error messages and exceptions handled
		31.4	The proposed solution should integrate with the "Logging Engine/audit engine" and the "Exception Management" components
		31.5	System should have event processing capabilities, on various system interruptions. System should be able to generate alerts and email notifications to select groups.
		31.6	System should have email integration capabilities and shall accommodate event or criteria driven email notification to select user group.
		31.7	System should support configurable email notifications in case events like document deletion, document access removal, documents submission for approval.
		31.8	System should support generation of predefined alerts and notifications for various business activities e.g. Plan clarification required, Plan approved, etc.
		31.9	All the forms should be at a minimum bilingual – Hindi and English and support other regional languages of India
32.	Content Management	32.1	Easier and quicker mechanism of creating, deploying, managing, editing, manipulating and storing content on Web pages, including but not limited to text and embedded graphics, photos, video, audio, and link as well as Automated Templates (that can be automatically applied to new and existing content), through editing tools / framework.
		32.2	System should have facility to upload pre designed pages
		32.3	Catalogue and index content, select or assemble content at runtime, or deliver content to specific visitors in a requested way, such as other languages.
		32.4	Workflow based lifecycle from content creation to review and approval, and finally publishing of the content, as per Access Control to Users and Groups
		32.5	Comprehensive Audit Trail to capture the entire Content Life Cycle
		32.6	Search, Archiving and versioning of the Content, for ready reference and management.
		32.7	Provide a means of allowing each user to work within a virtual copy of the entire web portal; document set, and/or code base i.e. Content Virtualization. This will

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			enable changes to multiple interdependent resources to be viewed and/or executed in-context prior to submission.
		32.8	Ability to display content in multiple languages.
		32.9	Act as a collaboration platform allowing content to be retrieved and worked on by one or many authorized users. Changes should be tracked and authorized for publication or maybe ignored reverting to old versions. Other advanced forms of collaboration may allow multiple users to modify (or comment) a page at the same time in a collaboration session.
		32.10	ECM solution should integrate with the portal and other solution components within the environment
		32.11	Should be able to address both structured and unstructured sources
		32.12	Should support Sorting and filtering of the search results and saved searches
		32.13	Should be able to address multiple sources crawling and searching like Databases, File Systems, Content/Document Repositories, Web and Web portals, Email systems. Should be able to Search highlight and collapsible summary of the search items
		32.14	The Content Management System should by itself or when integrated with the enterprise search system should be able to provide a User friendly and intuitive with type-ahead and dynamic search results to show to the user as he types
		32.15	Should provide rich text editor for content editing and multiple file upload functionality
		32.16	Content management repository with support for all types of content - including document management, record management, web content management and digital asset management
		32.17	The content management solution should provide the ability to create and administer documents, records and web content via a single user interface that simplifies the administration experience
		32.18	System should provide Administration services such as archiving and removal, configuration migration, audit trails and system reports, and backup and recovery using a web-based user interface
		32.19	All the searches should be automatically filtered by user‘s security privileges
		32.20	The versioning feature should allow to easily track new revisions and roll back to previous versions
		32.21	Should support single-sign on
		32.22	Should provide support for web content and document management workflow
		32.23	Should support/ interoperable with multiple databases
		32.24	Should support content rights management
		32.25	Should support large volume high speed scans
		32.26	Should have ability to compress scanned images

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
		32.27	Should provide support for annotations
		32.28	System shall provide consistent look and feel to the users and standards defined for content, structure and presentation of the Web portal.
		32.29	Should support all the virtualization and cloud environment
		32.30	Proposed solution should support defining and refining the workflow using web based process modelling tool. It should also have capabilities for simulation, business rules definition, process document generation, etc.
		32.31	The proposed ECM solution must have both the option of saving images in file server as well in database.
		32.32	The portal solution should provide several layers of caching infrastructure to provide content to users. Access to content should be cached to reduce the load and increase performance.
		32.33	**MIS Reports:** This reporting feature of Central Registry Solution is envisaged to allow authorized Users the ability to have a customized view of the entire list of reports they use or wish to use. Required security will be applied to this module providing a restricted access as per different category of users within the Central Registry ecosystem. This module will be further linked to the personalized dashboard where the same links to these reports can be displayed in small portlets, so that any user may not always search for their frequently used reports from the reports module, and they can add it to their own dashboard for ease of use. All the reports made available need to be controlled through 'Admin' module for variable access depending upon the nature and status of the user. The access control list of the reporting servers needs to be mapped and configured with the admin access control policies.
33.	Information Security Management System	33.1	Should prepare information security policy and supporting procedures for ISO 27001:2013 certifications. The policy and procedure should be submitted prior to Go-Live of business critical services.
		33.2	Should perform Risk Assessment and Risk Treatment Plan for the application and infrastructure based on the approved Risk Assessment Methodology
		33.3	Should prepare all the necessary document required for ISO 27001 certification, and ensure that they are implemented at all facilities (DC, DR, Development, Staging, etc.)
		33.4	Should implement all the controls as identified during the Risk assessment and treatment plan as per the agreed timelines
		33.5	Must ensure that the policies and procedures should be aligned with CERSAI/DeitY policies (if any) and also comply with CERT – IN guidelines.
		33.6	Will ensure that all the observations highlighted during the audit are tracked to closure
		33.7	Should support / provide information / documents for

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			conducting information security audit on a periodic basis through a third party / nominated agency identified by CERSAI
		33.8	Data Encryption, Object Signing & Database Roles
		33.9	All the interfaces between various applications and user are encrypted using appropriate protocols (such as HTTPS, IPSec etc.), algorithm and key pairs.
		33.10	Central Registry Solution should support 128-bit encryption for transmission of the data over the Internet.
		33.11	Object signing and encryption of attachments (documents) shall be compliant to published DeitY standards.
		33.12	Proposed solution must be secured to both internal and external parties (such as through password encryption)
		33.13	The Network / Transport level should include Network Link Encryption (IPSEC) and encrypted HTTP session using SSL (HTTPS)
		33.14	Central Registry Solution should use audit controls, electronic signatures, data encryption and other methods to assure the authenticity of transaction and other relevant data
		33.15	Central Registry Solution should treat the following events as security incidents: unsuccessful log-on, intrusion detection, malfunctioning of encryption facility, etc.
		33.16	Database server should support most granular column encryption to encrypt sensitive data
		33.17	SI will develop a procedure for archiving the log files and ensure security of the log files
		33.18	SI will maintain separate environment for production, test and development to reduce the risks of unauthorized access or changes
		33.19	CERSAI ONLINE should have the functionality to record all the administrator, user level activities including the failed attempts
		33.20	SI will deploy NTP and will ensure all the components such as network elements, operating system, applications etc. is in synced with the NTP. All servers and syslog server shall be synchronized with the NTP server
		33.21	Should protect logging facilities and log information against tampering and unauthorized access
		33.22	SI will prepare the information security baseline document for all the infrastructure components such as database, operating system, router, switch etc. based on CERT-In technical guidelines and best practices.
		33.23	SI should make provisions for secure content management on the portal.
		Privacy policy and Notice	
		33.24	SI should develop a privacy policy to be posted on the web portal. Privacy policy should be in line with the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
		33.25	SI should include a provision for user consent on the privacy policy before the personal data or information is collected from the user. Consent should be in the form of opt in
		33.26	SI should include in the consent, statements on transfer of personal data outside India (through cloud services etc.) and opt in consent from the user shall be taken for such transfer to happen
		33.27	SI should provision in the web portal for user to opt out of information sharing and in such cases user shall be information of discontinuation of services by the organization
		33.28	SI should ensure compliance to the IT act 2008, Amendment 2008 and Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011
		33.29	The Central Registry Solution must comply with DeitY's security guidelines, compliances, regulations and other guidelines as well as policies. The technical solution of Central Registry Solution must be in conformance with eGovernance Standards of DeitY as released and updated time to time. The entire Central Registry Solution solution must be capable of incorporating any changes as a result of changes in the regulations and policies of the government from time to time.
34.	Application Security	34.1	CERSAI Online must comply with the Application Security Plan and security guidelines of Government of India as applicable
		34.2	SI will define and follow the secure coding guidelines. Secure coding guidelines shall include controls against SQL injection, command injection, input validation, cross site scripting, directory traversal, buffer overflows, resource exhaustion attacks etc.
		34.3	SI should incorporate validation checks into applications to detect any corruption of information through processing errors or deliberate acts.
		34.4	SI should shall validate the data output from an application to ensure that the processing of stored information is correct and appropriate to the circumstances
		34.5	Should implement secure error handling practices in the application
		34.6	Prevent SQL Injection Vulnerabilities for attack on database
		34.7	Prevent XSS Vulnerabilities to extract user name password (Escape All Untrusted Data in HTML Contexts and Use Positive Input Validation)
		34.8	Secure Authentication and Session Management control functionality shall be provided through a Centralize Authentication and Session Management Controls and Protect Session IDs from XSS
		34.9	Prevent Security Misconfiguration Vulnerabilities (Automated scanners shall be used for detecting missing

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			patches, misconfigurations, use of default accounts, unnecessary services, etc. maintain Audits for updates
		34.10	Prevent Insecure Cryptographic Storage Vulnerabilities (by encrypt off-site backups, ensure proper key storage and management to protect keys and passwords, using a strong algorithm)
		34.11	Prevent Failure to Restrict URL Access Vulnerabilities (By providing authentication and authorization for each sensitive page, use role-based authentication and authorization and make authentication and authorization policies configurable
		34.12	Prevent Insufficient Transport Layer Protection Vulnerabilities (enable SSL for all sensitive pages, set the secure flag on all sensitive cookies and secure backend connections
		34.13	Prevent Invalidated Redirects and Forwards Vulnerabilities
		34.14	For effective prevention of SQL injection vulnerabilities, CERSAI Online should have monitoring feature of database activity on the network and should have reporting and mechanism to restrict or allow the traffic based on defined policies.
35.	Cloud Services (IAAS / PAAS)	35.1	Service Management & Provisioning (Service Provisioning and De-Provisioning near real-time of provisioning request, and Utilization Monitoring) Provide visibility into service via dashboard User / Admin Portal, which is a self-service portal
		35.2	The self-service portal should automate for network provisioning including the VLAN and IP subnets, load balancer provisioning, firewall ACL rules provisioning, server provisioning etc. The portal should be securely accessible and provide minimum of 2 factors of authentication for portal access.
		35.3	Should provide complete automation of the orchestration, administration, provisioning, management, support, metering and billing of cloud-based resources. It should go beyond providing simple provisioning of virtual machines onto physical servers, to also deliver the following:
		35.4	Easy-to-use interface: The simple, flexible web-based user interface
		35.5	Fully programmable: The open cloud API should provide equivalent functionality for automated provisioning, orchestration, and the ability to integrate into third-party provisioning and monitoring software and solutions, if required.
		35.6	Granular control of resources: Cloud servers should be configured on the fly, supporting the customization of CPU, memory and storage on servers without the need to create a new instance.
		35.7	Granular Network Management: Provision, Addition and change of IP address on the fly, coupled with firewall management with global IP address translation,

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
			inbound/outbound policy creation and management, Load balancer management, etc.
		35.8	Reporting and auditing: The system should provide detailed audit trail reports for portal login, enabling administrators to identify all actions taken through the UI/API. It also provides a variety of usage reports that enable administrators to identify historical virtual asset usage.
		35.9	Import, export and cloning: The system should allow administrators to clone cloud servers to create their own images for the deployment and management of cloud servers.
		35.10	Metering and billing: The system should have the capability to bill on an hourly basis for any resources that are consumed over the base committed resources as part of the project.
		35.11	Role-based Access Control (RBAC): Granular administrator permissions controlling the activities of each administrator like Network administrator, Server administrator etc.
		35.12	IP Address Management: The portal should have the feature of provisioning, changing, allocating the global as well as the private IP address blocks.
		35.13	Server Anti-affinity: should have the capability to allow users to define anti-affinity rules for their servers to ensure application availability even if more than 1 physical blade is down
36.	Security Requirements for Cloud Services	36.1	CSP is responsible for provisioning, securing, monitoring, and maintaining the hardware, network(s), and software that support the infrastructure and present Virtual Machines (VMs) and IT resources to the System Integrator (SI). On its part, the SI is responsible for the security of the "guest" Operating System (OS) and any additional software, up to and including the applications and databases running on the guest OS.
		36.2	In case, the CSP provides some of the System Software as a Service for this project, CSP is responsible for securing, monitoring, and maintaining the System and any supporting software. SI is responsible for securing and maintaining the application and database.
		36.3	Must have Separate dedicated physical layer-2 VLAN provision with firewall ACLs at IP and port level between the VLANs and for every network segment created by client.
		36.4	Should have provision for deploying Web/App/DB tiers in separate security zones with ACL control between them.
		36.5	Cloud management portal should have secured access with administrators at various role levels like Primary administrator and sub-administrators. Should have built-in Role based access control and administrator audit trail logs for transparency and audit control.

No.	Business Requirement	No.	Functional / Technical / Non-Functional Requirement
		36.6	Cloud Platform should be protected by fully-managed Intrusion detection system for providing network intrusion detection monitoring.
		36.7	Cloud platform should have traffic visibility for Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks. Also, shall provide protection against network issues such as traffic and routing instability.
		36.8	Access to client provisioned servers on the cloud should be through SSL VPN clients only as against the public internet.
		36.9	Provision of private network links to be connected to cloud platform for additional secure connectivity between Client / SI on-premise network and the cloud through support for MPLS, Fiber, P2P links.
		36.10	Cloud Service provider enable audit trail of all administrator activities performed by SI and / or client on self-service portal and allows client to download copies of these logs.

16.2 Annexure II: Service Level Agreement (SLA)

16.2.1 Purpose of this document

This section defines various Service Level Indicators which will be considered by CERSAI for monitoring the Service Levels of SI. The System Integrator has to comply with following Service Levels to ensure adherence to project timelines, quality and availability of services.

Commencement of activities for CERSAI Central Registry and ongoing performance and service levels shall be as per timelines and parameters stipulated by CERSAI in this RFP, failing which CERSAI may, at its discretion, impose Penalties on the Bidder as per the Service Level Agreement mentioned in this RFP.

The purpose of this section is to clearly define the levels of service to be provided by SI to CERSAI for the duration of this project or until this SLA has been amended. The benefits of this SLA are to:

1. Trigger a process that applies SI and CERSAI management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target.
2. Makes explicit the performance related expectations on performance required by CERSAI
3. Assist CERSAI to control levels and performance of services provided by SI

This SLA is between SI and CERSAI.

16.2.2 Description of Services Provided

SI shall provide service as defined in this RFP.

16.2.3 Duration of SLA

1. The service level monitoring would begin post go-live but the penalties would be imposed post completion of the stabilization phase.
2. This SLA may be reviewed and revised according to the procedures detailed in the RFP.

16.2.4 SLA Specific Definitions

1. **Prime Business Hours (PBH)**
   PBH refers to the prime business period, which shall be from10:00 hrs till 18:00 hrs on Monday to Saturday (excluding national public holidays, declared holidays and all second Saturday).
2. **Extended SLA Hours (ESH)**
   ESH refers to the non-business period, which shall be:
   a. From 18:00 hrs till 10:00 hrs on Monday to Saturday,
   b. From 00:00 hrs to 23:59 hrs on Sunday, National public holidays & all second Saturdays.
3. **Downtime / Outages**
   Downtime / Outages are the instance where users experience no response from the Application.
   a. The recording of downtime shall commence at the time of:

i. Registering the call with SI
ii. Auto alerts triggered through monitoring tools- in case of WAN or LAN and other infrastructure for any downtime situation for the application / hardware.

b. Downtime shall end when the problem is rectified and the application/ service is available to the user.
c. Down time will not be considered for the following:
   i. Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
   ii. Failover time in case of cluster environment, beyond which the service would be considered to be unavailable and appropriate penalty, shall be imposed on the SI.
   iii. Failover time in case of SAN shifting, beyond which the service would be considered to be unavailable and appropriate penalty shall be imposed on the SI.
d. Planned outage / Scheduled down time
   i. The outage planned in advance for maintenance purpose.
   ii. SI must notify CERSAI via email of the upcoming maintenance at least Three (3) business days prior to Scheduled Downtime.
   iii. It shall not be scheduled during prime business hours.
   iv. Any planned / scheduled downtime shall not be more than 12 hours else it shall be considered unplanned outage and penalized accordingly.
   v. The planned downtime would not be added to the SLA downtime unless it runs into prime business hours of the following day.
   vi. Overall Planned downtime shall not be more than 48 hours in a Quarterly.
   vii. The downtime for scheduled maintenance would need to be mutually agreed between CERSAI and the SI. To reduce this time, various maintenance activities can be clubbed together with proper planning.
e. Unplanned Outage / Downtime
   Unplanned Outage / Downtime is defined as an outage caused without prior notice where users experience no response from an Application for whatsoever is the reason (within the scope of services of the SI).

4. Contact for support /complaint

a. Contact for support /complaint will be by email or telephone.
b. A Call will be logged by the SI/user in the System and an email/written response shall be provided to the system user about the resolution of the problem.

5. Denial of service

a. For a given quarterly, if the total penalty amount is more than the amount due for that quarterly, the same shall be considered as denial of service, and in such situation CERSAI has the right to terminate the contract besides any other action as per the provisions of the contract.

6. Uptime

Uptime means, the aggregate number of hours in any specified time period during which application / hardware, is actually available for use.

Uptime Calculation for the month: {[(Uptime Hours + Scheduled Downtime) / Total No. of Hours in the time period] x 100}

7. **Incident**
   Incident refers to any event / abnormalities in the functioning of the application / hardware that may lead to disruption in normal operations of the CERSAI CENTRAL REGISTRY.
8. **Helpdesk Support**
   Helpdesk Support shall mean the Prime Business Hour centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this Project.
9. **Resolution Time**
   Resolution Time shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) which may include escalations to the second level or to respective OEMs., The resolution time shall vary based on the severity of the incident reported at the help desk.

16.2.5 Service Level Agreement & Targets

This section is agreed to by CERSAI and SI as the key SI performance indicator for this engagement. It reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following sub-sections are for the period of contact or its revision whichever is later.

16.2.5.1Timely Delivery

Definition and Description	Timely delivery of all documents that are to be submitted as part of the CERSAI CENTRAL REGISTRY Project deliverables. The deliverables are already listed in the RFP.
Service Level Requirement	All the deliverables defined in the Work order issued by CERSAI have to be submitted on-time. • If any delay occurs, CERSAI will have the right to decide if the reason for delay was beyond the control of the SI and in such a case penalty will not be levied for that period. • If any deliverable is delayed because of its dependency on earlier deliverable (which was also delayed), then CERSAI will have the authority to decide the time for which the penalty should be relaxed / levied. • This RFP specifies the timelines for submission of FINAL version of the deliverables (i.e. after review by CERSAI). SI is expected to make adequate provision for review process and shall submit the draft version of the deliverable much before the timeline. • CERSAI will review and provide comments to SI on the deliverables normally within 10 working days of the submission of deliverables.
Measurement of Service Level Parameter	To be measured in Number of weeks of delay from the date of submission as defined in workplan submitted by the bidder (and this workplan has to be in line with the timelines of CERSAI).
Penalty for non-achievement of SLA Requirement	Delay would attract a penalty per week as per the following – 1. For Documents = 1 X Per week Penalty The Penalty per week is INR 25,000 (Rupees Twenty Five Thousand). The total penalty would be generated by the summation of the above.

16.2.5.2 Delivery & Maintenance of Local Infra

16.2.5.2.1 Delay in Delivery

Definition and	Delay in delivery of 100% of the ordered quantity of hardware (Laptops,

<table>
<tr><td>Description</td><td>Printers, Tablets, UPS etc.) at field/designated depots/locations after issuance of purchase order by CERSAI</td></tr>
<tr><td>Service Level Requirement</td><td>100% delivery of local infra to be achieved within 4 weeks</td></tr>
<tr><td>Measurement of Service Level Parameter</td><td>Actual time taken to deliver the local infra</td></tr>
<tr><td>Penalty for non-achievement of SLA Requirement</td><td>If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –
<table>
<tr><td>Time taken for delivery of local infra</td><td>Within 4 weeks</td><td>Between 4 weeks and 8 weeks</td><td>>12 week</td></tr>
<tr><td>Penalty</td><td>No penalty</td><td>1% of the value of delayed delivery quantity.
After 8 weeks 1% of the value of delayed delivery quantity per week for every subsequent week till the 16th week.</td><td>The contract may be terminated along with forfeiture of the PBG amount</td></tr>
</table></td></tr>
</table>

** For each additional week after 8 weeks, penalty of 2% of the value of delayed delivery quantity will be levied as additional liquidated damages

16.2.5.2.2 Delay in Replacement

<table>
<tr><td>Definition and Description</td><td>Delay in replacement of any device or other peripheral which was found to be defective by CERSAI</td></tr>
<tr><td>Service Level Requirement</td><td>Within 2 weeks from the time of reporting /delivery of H/W.</td></tr>
<tr><td>Measurement of Service Level Parameter</td><td>Time taken for replacement for faulty H/W</td></tr>
<tr><td>Penalty for non-achievement of SLA Requirement</td><td>If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –
<table>
<tr><td>Time taken for faulty device replacement</td><td>Within 2 weeks</td><td>Between 2 weeks and 4 weeks</td></tr>
<tr><td>Penalty</td><td>No penalty</td><td>5% of the value of the defective hardware</td></tr>
</table></td></tr>
</table>

**For each additional week after 4 weeks, liquidated damages of 10% of the defective H/W will be levied as additional liquidated damages

16.2.5.2.3 Delay in resolution through helpdesk

<table>
<tr><td>Definition and Description</td><td>Delay in resolution of any hardware issue during maintenance period through helpdesk support</td></tr>
<tr><td>Service Level Requirement</td><td>Within 1 business day from the reporting of issue</td></tr>
<tr><td>Measurement of Service Level Parameter</td><td>Time taken by Helpdesk for remote resolution of H/W issues</td></tr>
<tr><td>Penalty for non-achievement of SLA Requirement</td><td>If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –
<table>
<tr><td>Time taken by helpdesk for</td><td>Within 1 business</td><td>Between 1 day and 2 days</td><td>Between 2 days to 4 days</td></tr>
</table></td></tr>
</table>

	remote resolution	day		
	Penalty	No penalty	No penalty if technician visits the site to rectify the issue. If the technician does not visit and issue is not resolved by helpdesk also, penalty of 1% of the value of device for which the complaint is registered will be invoked.	2% of the value of device for which the complaint is registered. In case the issue is not resolved within 4 days it is mandated that an onsite visit should be arranged by the vendor.

** For each additional day after 4 days, penalty of 4% will be levied as additional penalty

** For each additional week after 7 days, penalty of 10% will be levied as additional penalty

16.2.5.3 Application Availability (applicable on Quarterly basis) – DC and DR (When services are running from DR site)

Definition and Description	Application availability refers to the total time when the Application is available to the users for performing all activities and tasks. The Application shall be made accessible 24x7x365 days for the usage by its stakeholders.
Service Level Requirement	The average availability of the application (at DC level) during PBH shall be at least 99.5% in a Quarter. The same service levels will be applicable for a situation when operations are running from DR The average availability of the application during ESH (at DC level) shall be at least 97% in a Quarter.
Measurement of Service Level Parameter	Uptime = [(Total Availability of the Application in a quarter during PBH/ESH)/ (Total Time in a quarter in PBH/ESH)]*100 Any planned application downtime shall NOT be included in the calculation of application availability.
Penalty for non-achievement of SLA Requirement	If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –

Application Availability during PBH (Quarterly average)	>= 98 % to < 99.5%	>= 95% to < 98%	>= 90% to < 95%
Penalty	1.0 % of quarterly payment	2 % of quarterly payment	4 % of quarterly payment

Application Availability during ESH (Quarterly average)	>= 90 % to < 95%	>= 85% to < 90%	>= 80% to < 85%
Penalty	0.5 % of quarterly payment	1.0 % of quarterly payment	2 % of quarterly payment

If the application is consistently below 95% during PBH or below 85% during ESH continuously for two or more quarter duration, then CERSAI may consider withdrawing the Work Order with the System Integrator.

** For each additional drop of 5% in performance below 90%(PBH) and 80%(ESH), 5% of Quarterly payments of Operations & Maintenance cost will be levied as additional penalty

16.2.5.4 Database/Application/Web Server Performance – DC and DR (When services are running from DR site)

<table>
<tr><td>Definition and Description</td><td>Database/Application/Web Server Performance will be assessed in terms of CPU utilization and memory utilization.</td></tr>
<tr><td>Service Level Requirement</td><td>• Average CPU Utilization over any hour, measured at 15 minute intervals, shall not exceed 60%.
• Average Memory Utilization over any hour, measured at 5 minute intervals, shall not exceed 40%.</td></tr>
<tr><td>Measurement of Service Level Parameter</td><td>Average Server utilization % of CPU/Memory Utilization in a month shall be monitored. The data shall be captured through automated tools every 5 minutes. However multiple non compliances in a 24 hr interval will be counted once only for penalty calculation purpose.</td></tr>
<tr><td>Penalty for non-achievement of SLA Requirement</td><td>If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –
<table>
<tr><td>Average CPU Utilization</td><td>> 50 % to <60%</td><td>>= 60% to <65%</td><td>>= 65% to <70</td></tr>
<tr><td>Penalty</td><td>0.5 % of quarterly payment</td><td>1.0 % of quarterly payment</td><td>2 % of quarte payment</td></tr>
</table>
<table>
<tr><td>Average Memory Utilization</td><td>> 40 % to <45%</td><td>>= 45% to <60%</td><td>>= 65% to <70</td></tr>
<tr><td>Penalty</td><td>0.5 % of quarterly payment</td><td>1.0 % of quarterly payment</td><td>2 % of quarte payment</td></tr>
</table>
** For each additional increase of 5% in CPU/Memory Utilization above the set thresholds, 5% of Quarterly payments of Operations & Maintenance cost will be levied as additional penalty</td></tr>
</table>

16.2.5.5 Security & Incident Management SLA

Definition and Description	Security being one of the most important aspects of CERSAI CENTRAL REGISTRY would be governed by stringent standards. All security incidents leading to disruption in network availability would be penalized heavily. Security incidents could consist of any of the following : Malware Attack – This shall include Malicious code infection of any of the desktops/servers in use for CERSAI –CERSAI CENTRAL REGISTRY or Unchecked malware infected mails passing through the Messaging solution. Denial of Service Attack This shall include non-availability of service (Internet bandwidth, messaging service and other web services due attacks that consumes related resources). The SI shall be responsible for monitoring, detecting and resolving all Denial of Service (Dos). Intrusion Successful Unauthorized access to CERSAI information system, resulting in loss of confidentiality/Integrity/availability of data. The SI shall be responsible for monitoring, detecting and resolving all security related intrusions on the network using an Intrusion Prevention device.
Service Level Requirement	• Any Denial of service attack shall not lead to complete service non availability. • Desired service level shall not allow even a single web defacement, data theft and Intrusion. Each occurrence of these three types of security violation shall lead to appropriate penalties as mentioned below.
Measurement of Service Level Parameter	The network shall be monitored for: Malware Attack Any malware infection and passing of malicious code through messaging solution shall be monitored at the gateway level or user complaints of malware infection shall be logged at the help desk system and collated every quarterly. Logs will be monitored every quarterly. a. The SI has to ensure that all computers/client devices (in scope) have anti-malware installed with the latest pattern files (optional component – if purchased by CERSAI). b. Real-time scan has to be enabled on all systems and users shall not be given the option of being able to uninstall the anti-malware client or stop a scheduled scan. c. All clients shall be configured to receive the latest pattern file from the central anti-malware server. d. The SI shall configure the AV system to perform scheduled scans every day/week at a time decided mutually with CERSAI. Denial of Service Attack Non availability of any services shall be analyzed and forensic evidence shall be examined to check whether it was due to external DoS attack. Security The SI will be responsible to install and maintain security components at DC and DRC and project locations as per the requirements of the RFP Intrusion Compromise of any kind of data hosted by CERSAI. Note: Forensic evidence shall be analysed for all incidents

<table>
<tr><td>Penalty for non-achievement of SLA Requirement</td><td>If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –

<table>
<tr><th colspan="2">Security Incident</th></tr>
<tr><td>Security Incident (Malware Attack/ Denial of Service Attack/ Data Theft/ Loss of data/ Intrusion or Defacement)</td><td>INR 2,00,000 (Rupees two lakhs) per incident</td></tr>
</table>

<table>
<tr><th colspan="2">Security Equipment</th></tr>
<tr><td>Any unauthorised changes to any of the security equipment (Router, Firewall, IPS etc.)</td><td>INR 1,00,000 (Rupees one lac) per incident</td></tr>
</table>

<table>
<tr><td>Uptime of Security Equipment (100% uptime for IDS/IPS, Antimalware - beyond planned downtime) (Quarterly average)</td><td>>= 98 % to < 99.5%</td><td>>= 95% to < 98%</td><td>>= 90% to < 95%</td></tr>
<tr><td>Penalty</td><td>1.0 % of quarterly payment</td><td>2 % of quarterly payment</td><td>4 % of quarterly payment</td></tr>
</table>

** For each additional drop of 5% in performance below 90, 5% of Quarterly payments of Operations & Maintenance cost will be levied as additional penalty</td></tr>
</table>

16.2.5.6 Helpdesk Resolution Time

<table>
<tr><td>Definition and Description</td><td>Time in which a complaint / query is resolved after it has been reported by CERSAI to the helpdesk team of the System Integrator.</td></tr>
<tr><td>Service Level Requirement</td><td>The helpdesk agents are required to be available physically only during PBH.
Any query after being given a response shall be classified for resolution in following four categories.

Resolution Level 1 (R1): Queries regarding issues which have the greatest business impact wherein the user is not able to perform his/her regular work. For example, unable to login to the system due to errors in software, critical module not working etc.

Resolution Level 2 (R2): Queries regarding issues which have medium business impact wherein the user is partially able to perform his/her regular work. For example, user is able to login and perform most of his normal work, but can't approve a certain request through system.

Resolution Level 3 (R3): Queries regarding issues which have the least/no business impact involving cosmetic changes. For example, text alignment issues, change of background colour etc.

Resolution Level 4 (R4): Queries regarding enhancement requests. For example, addition of new functionality etc. (CERSAI will collate and review the enhancements requests and initiate Change control process accordingly)

The System Integrator shall provide service as per the following standards –
<table>
<tr><th>Type of Query</th><th>Maximum resolution time allowed</th><th>Performance baseline</th></tr>
<tr><td>R1</td><td>4 business hours</td><td>All calls resolved within defined timeline</td></tr>
</table></td></tr>
</table>

	R2	8 business hours	Atleast 99.5% calls resolved within defined timeline
	R3	16 business hours	Atleast 98% calls resolved within defined timeline
	R4	To be calculated in discussion with CERSAI on case by case basis.	

Measurement of Service Level Parameter

The service level would be defined in the number of business hours calculated from the date of logging the call/raising the request with the System Integrator.

The System Integrator shall provide help desk software / tools / mechanisms to measure the same. The tool / mechanism shall be able to provide CERSAI information about Help Desk Resolution Time, and historical information of the same. After categorizing the Response Type, this shall be appropriately entered into the Helpdesk Log.

Penalty for non-achievement of SLA Requirement

Delay of every Business Hour would attract a penalty per hour as per the following –

1. For R1 = 5 X Per hour Penalty (The Penalty per hour is INR 1000)
2. For R2 = 3 X Per hour Penalty (The Penalty per hour is INR 1000)
3. For R3 = 1 X Per hour Penalty (The Penalty per hour is INR 1000)

Note: after the lapse of the resolution time, the query / issue should be escalated as per the escalation matrix submitted by the bidder.

Also, there will be penalty on the overall percentage of incident not closed within stipulated time frame

1. For R1

Percentage of incident closed within stipulated time frame	>= 99 % to < 99.5%	>= 98% to < 99%	< 98%
Penalty	0.25 % of quarterly payment	0.5 % of quarterly payment	1 % of quarterly payment

2. For R2

Percentage of incident closed within stipulated time frame	>= 98 % to < 99.5%	>= 96% to < 98%	< 96%
Penalty	0.25 % of quarterly payment	0.5 % of quarterly payment	1 % of quarterly payment

3. For R3

Percentage of incident closed within stipulated time frame	>= 96 % to < 98%	>= 94% to < 96%	>= 92% to < 94%
Penalty	0.25 % of quarterly payment	0.5 % of quarterly payment	1 % of quarterly payment

** For each additional drop of 2% in the ticket closure volume below the defined thresholds for R1, R2 and R3 incidents, 1.5% of Quarterly payments of Operations & Maintenance cost will be levied as additional penalty

16.2.5.7Portal Uptime

<table>
<tr><td>Definition and Description</td><td>Uptime would be measured as total time in minutes in a quarter minus the downtime in minutes in the quarter. However, in calculating downtime, scheduled downtime will not be considered. The System Integrator will take prior approval from the CERSAI for the maintenance i.e. Planned down time which shall not be considered as a part of down time.</td></tr>
<tr><td>Service Level Requirement</td><td>Uptime shall be more than 99.5 % per quarter.</td></tr>
<tr><td>Measurement of Service Level Parameter</td><td>The uptime and downtime shall be monitored for portal server.

The System Integrator shall provide tools / mechanisms to measure the same. The tool / mechanism should be able to provide CERSAI information about downtime for network, and historical information about the same.</td></tr>
<tr><td>Penalty for non-achievement of SLA Requirement</td><td>If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –

<table>
<tr><td>Website Server uptime (Quarterly average)</td><td>>= 98 % to < 99.5%</td><td>>= 96% to < 98%</td><td>>= 94% to < 96%</td></tr>
<tr><td>Penalty</td><td>1.0 % of quarterly payment</td><td>2 % of quarterly payment</td><td>4 % of quarterly payment</td></tr>
</table>

** For each additional drop of 2% in the webserver uptime below 94%, 5% of Quarterly payments of Operations & Maintenance cost will be levied as additional penalty</td></tr>
</table>

16.2.5.8 CERSAI CENTRAL REGISTRY application response time (including portal) at DC

CENTRAL REGISTRY Solution Response Time	The application response time for users should not exceed 1. Login to solution – 3 sec 2. Functionality screen load – 5 Sec	Application response time will be measured on the basis of automated reports. The data should be captured through automated tools at least 1 hour during the business hours. Any scheduled downtime should not be included in the calculation of application response time.	**Penalty:** 1. Login time exceeds 3 sec – 0.1% per second per request 2. Functionality screen load exceeds 5 sec - 0.1% per second per request

16.2.5.9 Backup and Archival Management

Definition and Description	The System Integrator shall take backup as per the backup and archival policy (to be finalised in discussion with CERSAI).
Service Level Requirement	The System Integrator shall take backup of data, email and logs. Given below is indicative backup and archival policy. The actual policy will be discussed and finalised in discussion CERSAI.

<table>
<tr><td></td><td>
<ul>
<li>Incremental backup – once every day in non-business hours</li>
<li>Full backup shall be taken on specific media once in a week.</li>
<li>Two (2) weeks data backup must be available at any time.</li>
<li>Full data shall be archived once a month (Interval between two archives not to exceed five weeks).</li>
<li>Testing of the backup will be undertaken by SI once every 1 month.</li>
</ul>
</td></tr>
<tr><td>Measurement of Service Level Parameter</td><td>SI shall adhere the backup and archival schedule/frequency to at least 99%. The parameter will be calculated on quarterly basis.</td></tr>
<tr><td>Penalty for non-achievement of SLA Requirement</td><td>
<table>
<tr><td>Data and mail backup</td><td>>= 98 % to < 99%</td><td>>= 96% to < 98%</td><td>>= 94% to < 96%</td></tr>
<tr><td>Penalty</td><td>0.25 % of quarterly payment</td><td>0.5 % of quarterly payment</td><td>1 % of quarterly payment</td></tr>
</table>
</td></tr>
</table>

** For each additional miss of 2% from the backup frequency below 94%, 1.5% of Quarterly payments of Operations & Maintenance cost will be levied as additional penalty

16.2.5.10 Others

16.2.5.10.1 SLA on additional services/items

Any additional equipment/service/items supplied by SI-as per the SI's commercial proposal (on CERSAI's request) shall also be governed by the terms and conditions set out in this agreement.

16.2.5.10.2 Installed Hardware

If any equipment supplied by SI fails for more than 6 times in a quarterly OR for a total of more than 16 business hours in a Quarterly the SI will have to replace the equipment free of cost immediately.

16.2.5.10.3 Breach of SLA

In case the SI does not meet the service levels mentioned in this RFP, for two (2) continuous time-periods (quarterly) as specified in the relevant clause, CERSAI will treat it as a case of breach of Service Level Agreement and CERSAI may consider withdrawing the Work Order with the System Integrator.

16.2.5.10.4 Exclusions (for penalty calculation)

The SI will be exempted from any delays or slippages on SLA parameters arising out of following reasons:-

1. The non-compliance to the SLA other than for reasons beyond the control of the SI. Any such delays will be notified in writing to CERSAI by SI, will not be treated as breach of SLA from the SI's point of view.

2. There is a force majeure event effecting the SLA which is beyond the control of the System Integrator

16.2.6 SLA Monitoring and Auditing

1. CERSAI will review the performance of SI against the SLA parameters each quarterly, or at any periodicity defined in this RFP document.
2. The review / audit report will form basis of any action relating to imposing penalty or breach of terms and conditions of work order. Any such review /Audit can be scheduled or unscheduled. The results will be shared with the SI as soon as possible.

3. CERSAI reserves the right to appoint a third-party auditor to validate the SLA.

16.2.6.1SLA Monitoring Tool

1. The System Integrator shall provide adequate tools for capturing data required for measuring SLAs at no extra cost to CERSAI.
2. The Tool shall be tested and certified for its accuracy, reliability and completeness by CERSAI before it is deployed by SI.
3. The tools shall have the capability such that the CERSAI representative can log in anytime, without the involvement of SI, to see the status.
4. At the same time the SI would provide online helpdesk for users to log the calls.
5. If the measurement tool and/or data equivalent to more than 5% of sample size is missing or unavailable for a particular SLA metric or if the tool is found to be unreliable then the maximum penalty applicable against that metric will be applicable.

16.2.6.2 Reporting Procedures

1. The SI's representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th calendar day / next working day of subsequent quarter of the reporting period. Also, SI would be required to provide SLA performance report monthly for CERSAI records.
2. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to CERSAI

16.2.6.3 Maximum Penalty to SI for the SLA

1. The maximum penalty at any point of time on an additive basis in any quarter shall not exceed 20% of Quarterly payments due as per the Commercial Bid submitted by the System Integrator. This is applicable only for the Operation and Maintenance phase. If in a year, the penalty exceeds 20% for 3 out of four quarters CERSAI reserves the right to cancel the contract.

16.2.6.4 Issue Management Procedures

16.2.6.4.1 General

1. This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between CERSAI and SI. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

16.2.6.4.2 Issue Management Process

1. Either CERSAI or SI may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
2. CERSAI and the SI's representative will determine which committee or executive level shall logically be involved in resolution.
3. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
4. Management of CERSAI and SI will develop a temporary, if needed, and the permanent solution for the problem at hand. The SI will then communicate the resolution to all interested parties.
5. In the event a significant business issue is still unresolved, the arbitration procedures described in the RFP document will be used.

16.2.6.4.3 Risk and Cost Factor

1. In the event of withdrawal of work order on the basis of non-performance by the SI as per SLA, SI will be solely responsible for risk and cost factor thereon.
2. SLA will be monitored on monthly basis but will be calculated and deducted on quarterly basis. No averaging across a quarter will be done.

16.3 Annexure III: Existing Infrastructure

16.3.1 Data Centre Infrastructure

Sr. No.	Make	Model	Application Installed
1	ORACLE SUN	Sun Enterprise T5120	Web Server-1
2	ORACLE SUN	Sun Enterprise T5120	Web Server-2
3	ORACLE SUN	Sun Enterprise T5120	Application Server -1
4	ORACLE SUN	Sun Enterprise T5120	Application Server -2
5	ORACLE SUN	M4000	Database Server-1
6	ORACLE SUN	M4000	Database Server-2
7	ORACLE SUN	Sun fire X4170 M2	Data Clean Server
8	ORACLE SUN	Sun fire X4170 M2	Net Backup Server / Failover of Dataclean
9	ORACLE SUN	Sun fire X4170 M2	EMS - Helpdesk
10	ORACLE SUN	Sun fire X4170 M2	EMS - Monitoring (ESX-2)
11	ORACLE SUN	Sun fire X4170 M2	AD / Antivirus (ESX-1)
12	ORACLE SUN	Sun fire X4170 M2	AD / Antivirus (ESX-1)
13	ORACLE SUN	Sun Storage tek 6180	Storage
14	ORACLE SUN	Brocade 300 San Switch	SAN Switch-1
15	ORACLE SUN	Brocade 300 San Switch	SAN Switch-2
16	ORACLE SUN	SL48	Tape Liberary
17	ORACLE SUN	M3000	Test, development and training server
18	ORACLE SUN	Sun fire X4170 M2	Mail Server-1 (DC-MAIL)
19	ORACLE SUN	Sun fire X4170 M2	Mail Server-1 (DC-RELOAD)
20	DELL	Dell PowerEdge R610	UAT Data clean
21	DELL	Dell PowerEdge R710	SSIM
22	CISCO	CISCO1941/K9	NA
23	CISCO	CISCO1941/K9	NA
24	CISCO	CISCO1921/K9	NA
25	CISCO	CISCO1921/K9	NA
26	CISCO	CISCO1921/K9	NA
27	CISCO	CISCO1921/K9	NA
28	CISCO	WS-C3560G-48TS	NA
29	CISCO	WS-C3560G-48TS	NA
30	CISCO	WS-C2960S-24TS-S	NA
31	CISCO	WS-C2960S-24TS-S	NA
32	CISCO	WS-C2960-8TC-L	NA
33	CISCO	WS-C2960-8TC-L	NA
34	CISCO	ACE-4710-K9	NA
35	CISCO	ACE-4710-K9	NA
36	CISCO	ASA5510	NA
37	CISCO	ASA5510	NA
38	FORTIGATE	Fortinet 100D	NA
39	FORTIGATE	Fortinet 100D	NA
40	CISCO	CSACS-1121-K9	NA
41	CISCO	CSACS-1121-K9	NA

16.3.2 Disaster Recovery Centre Infrastructure

S.No.	Make	Model	Application Installed
1	ORACLE SUN	Sun Enterprise T5120	Web Server-1
2	ORACLE SUN	Sun Enterprise T5120	Web Server-2
3	ORACLE SUN	Sun Enterprise T5120	Application Server -1
4	ORACLE SUN	Sun Enterprise T5120	Application Server -2
5	ORACLE SUN	M4000	Database Server-1
6	ORACLE SUN	M4000	Database Server-2
7	ORACLE SUN	Sun fire X4170 M2	Data Clean Server
8	ORACLE SUN	Sun fire X4170 M2	Net Backup Server / Failover of Dataclean
9	ORACLE SUN	Sun fire X4170 M2	EMS - Helpdesk
10	ORACLE SUN	Sun fire X4170 M2	EMS - Monitoring (ESX-2)
11	ORACLE SUN	Sun fire X4170 M2	AD / Antivirus (ESX-1)
12	ORACLE SUN	Sun fire X4170 M2	SCSP / WSUS
13	ORACLE SUN	Sun Storage tek 6180	Storage
14	ORACLE SUN	Brocade 300 San Switch	SAN Switch-1
15	ORACLE SUN	Brocade 300 San Switch	SAN Switch-2
16	ORACLE SUN	SL48	Tape Library
18	ORACLE SUN	Sun fire X4170 M2	Mail Server-1 (DR-MAIL)
19	ORACLE SUN	Sun fire X4170 M2	Mail Server-1 (DR-RELOAD)
21	DELL	Dell PowerEdge R710	Symantec Security Information Manager
22	CISCO	CISCO1941/K9	NA
23	CISCO	CISCO1941/K9	NA
24	CISCO	CISCO1921/K9	NA
25	CISCO	CISCO1921/K9	NA
26	CISCO	CISCO1921/K9	NA
27	CISCO	CISCO1921/K9	NA
28	CISCO	WS-C3560G-48TS	NA
29	CISCO	WS-C3560G-48TS	NA
30	CISCO	WS-C2960S-24TS-S	NA
31	CISCO	WS-C2960S-24TS-S	NA
32	CISCO	WS-C2960-8TC-L	NA
33	CISCO	WS-C2960-8TC-L	NA
34	CISCO	ACE-4710-K9	NA
35	CISCO	ACE-4710-K9	NA
36	CISCO	ASA5510	NA
37	CISCO	ASA5510	NA
38	FORTIGATE	Fortinet 110C	NA
39	FORTIGATE	Fortinet 110C	NA
40	CISCO	CSACS-1121-K9	NA
41	CISCO	CSACS-1121-K9	NA

17 Bid Formats

17.1 Form I: Request for Clarifications

Bidders requiring specific points of clarification may communicate with CERSAI during the specified period using the following format:

Bidder's Request for Clarification			
Name of the Organization			
Representative Name			
Position / Designation			
Email Address			
Contact Details		Mob:	Landline:
Clarifications Requested			
S.No.	RFP Page No – Section – Sub-section	Content of the RFP	Points of Clarification
1			
2			
3			

Yours faithfully,

Designated Contact Person

Company name

Designation

Company Seal

17.2 Form II: Earnest Money Deposit

1. In consideration of _____ (hereinafter called "CERSAI ") represented by _____, on the first part and M/s _____ of _____ (hereinafter referred to as "Bidder") on the Second part, having agreed to accept the Earnest Money Deposit of Rs. _____ (Rupees _____) in the form of Demand Draft for the Request for Proposal for procurement of _____ we _____ (Name of the Bank), (hereinafter referred to as the "Bank"), do hereby undertake to pay CERSAI forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding _____ (Rupees _____) and the guarantee will remain valid up to a period of 225 days from the last date of the bid submission. It will, however, be open to CERSAI to return the EMD earlier than this period to the System Integrator, in case the System Integrator does not qualify for the Price negotiations by the Price Negotiations Committee (PNC) as constituted by CERSAI after a recommendation is made by the PNC on the bid(s) after an evaluation.
2. In the event of the bidder withdrawing the tender before the completion of the stages prior to the Price negotiations or during the Price negotiations, as the case may be, the EMD deposited by the bidder stands forfeited to CERSAI.
3. We also undertake not to revoke this EMD during this period except with the previous consent of CERSAI in writing and we further agree that our liability under the EMD shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.
4. No interest shall be payable by CERSAI to the bidder on the EMD for the period of its currency.

Dated this_____day of _____ 201

For the Bank of _____

(Agent/Manager)

17.3 Form III: Authorization Letter

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

(Seal/Stamp of Bidder)

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <representative *name*>, the Company Secretary of <*name of the organization*>, certify that <*representative name*>who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Name:

Designation:

Signature:

(Company Seal)

Note*: Authorized signatory should be an employee of the SI and should have been authorized vide a board resolution, authorizing him/her to sign/execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP.*

17.4 Form IV: Litigation Impact Statement

<Company letter head>

<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Ref: RFP for Selection of System Integrator for implementation and maintenance of Central Registry Solution

Dear Sir,

We have read and understood the contents of the Request for Proposal and pursuant to this hereby confirm that we continue to satisfy the eligibility criteria laid out at the time of short-listing us to participate in the bidding process to implement the Central Registry Solution at CERSAI.

There are no pending litigations in any court of law, which are likely to have a materially adverse impact on our ability to deliver under this project, or to pay our debts as they fall due or on our ability to enter into any of the transactions contained in or contemplated in respect of the implementation and maintenance of Central Registry Solution at CERSAI.

<Signature> <Designation>

Duly authorized to sign the RFP Response for and on behalf of:

Sincerely,

Company Seal

Name

Designation

Signature

Date

<Name and Address of Company> Seal/Stamp of the Company

17.5 Form V: Cover Letter

<Company letter head>

<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Dear Sir,

Ref: RFP for Implementation and Maintenance of Central Registry Solution at CERSAI

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the implementation and maintenance of Central Registry Solution at CERSAI.

We attach hereto the response as required by the RFP, which constitutes our proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to CERSAI is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the corporation in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 'Six Months' from the date fixed for bid opening.

We hereby declare that in case the agreement is awarded to us, we shall submit the performance bank guarantee in the form prescribed in the Form XX in the RFP.

We agree that CERSAI is not bound to accept any tender response that they may receive. We also agree that CERSAI reserves the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between CERSAI and our organization.

Details	Primary Contact	Secondary Contact
Name		
Designation		
Address		
Landline No.		
Mobile No.		
Fax No.		
Email Address		

We understand that it will be the responsibility of our organization to keep CERSAI informed of any changes in this list of authorized persons and we fully understand that CERSAI shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to CERSAI.

Dated this ..... Day of **2015**

Sincerely,

Company Seal

Name

Designation

Signature

Date

<Name and Address of Company> Seal/Stamp of the Company

17.6 Form VI: Conflict of Interest

<Company letter head>

<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Sir,

Sub: Undertaking on Conflict of Interest regarding implementation and maintenance of Central Registry Solution at CERSAI

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with CERSAI.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold CERSAI harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by CERSAI and/or its representatives, if any such conflict arises later.

<Signature> <Designation>

Duly authorized to sign the RFP Response for and on behalf of:

Sincerely,

Company Seal

Name

Designation

Signature

Date

<Name and Address of Company> Seal/Stamp of the Company

17.7 Form VII: Details of Bidder Organization

<Company Letter Head>

Details of the Bidder Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
ROC Reference No	
Address of the Headquarters	
Address of the Registered Office in India	
Address of offices in India	
Address of the Development Center in India	
Other Relevant Information	
Mandatory Supporting Documents: a. Certificate of Incorporation from Registrar Of Companies(ROC) b. Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company c. Certification on commencement of business d. Copy of board resolution authorizing the bid signatory along with power of attorney	

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <representative *name*>, the Company Secretary of <*name of the organization*>, certify that <*representative name*>who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date: Name: Designation:

Signature:

(Company Seal)

17.8 Form VIII: Undertaking of not being Black Listed

(To be submitted on the Letterhead of the Bidder)

<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by CERSAI, any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organisation of Central or State Government as on Bid submission date.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Sincerely,

<Signature> <Company Seal>

Name:

Designation:

Name and Address of Company:

17.9 Form IX: Financial Information of the Bidder

<Date>

Financial Information			
	<<Insert FY>>	<<Insert FY>	<<Insert FY>>
Turnover (in INR crores)			
Profit Before Tax (in INR crores)			
Net Worth (in INR crores)			
Revenue from IT services (in INR crore)			
Other Relevant Information			
Mandatory Supporting Documents: a. Audited financial statements for each of the three financial years as mentioned above (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.) b. Certification by the company auditors supporting the revenue break-up			

<Signature> <Company Seal>

Name:

Designation:

Name and Address of Auditor:

17.10 Form X: Quality Assessment Details

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

We would like to provide/confirm the following information on the quality certification of our organization.

CMMi Level Assessment Details	
Level of CMMi Assessment	
Date of Assessment	
Scope of Assessment	1. Software development – Yes/No 2. software implementation – Yes/No 3. software maintenance – Yes/No 4. Others- please mention
Validity of the Assessment	
Name of the Assessing company and their contact details	
Units / Locations Assessed	
Mandatory Supporting Documents	
Proof of Assessment issued by SEI auditors	

We have attached a copy of the certificate in support of the above information.

Dated this ____ day of ____201_

Yours sincerely,

<on behalf of Bidder Name>
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.11 Form XI: System Integrator Experience

System Integrator experience completed/ Go-Live in the last 5 financial years from the date of publishing of RFP
Client Information
Name of client
Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id,
Nature of business / operations of client
Project value in Crores
Project Details
Brief description of the Project
Functional areas of business covered in the project
Implementation Geographical Location/ Number of Locations at which the project is implemented
Duration of engagement (with Start date and end-date/Go-Live date)
Scope of the Project

Description	Yes/No
Solution implementation *	
Networking	
DC or DRC hosting services	
Training or Onsite handholding at client locations where project was implemented*	
Post-implementation operations *	

*- mandatory

Supporting Documents

Note: A client citation with reference to the above experience/citation for CERSAI - Central Registry Application refers to one or more of the following, along with the Work order/Contract copy:

1) A Client Letter (in case of ongoing project)

2) Completion/Go-live certificate

The above supporting document(s) should clearly specify the value of the project and project status (i.e. gone live/ completed) with date

The above document(s) should be duly certified by authorized signatory.

Please use separate forms for multiple citations.

<On behalf of Bidder Name>

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.12 Form XII: Undertaking on Personnel

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Sub: Undertaking on Personnel

Sir,

1. I/We do hereby undertake that we have more than 250 qualified programmers on company roles at the time of submission of this bid.
2. We undertake that those persons whose CVs have been submitted as part of technical proposal shall be deployed during the project as per our bid submitted in response to the RFP.
3. We undertake that any of the above personnel shall not be removed or replaced without the prior written consent of CERSAI.
4. Under exceptional circumstances, if the above personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by CERSAI.
5. CERSAI will have the right to accept or reject these substitute profiles.
6. We also undertake to staff the project with competent team members in case any of the proposed team members leave the project either due to voluntary severance or disciplinary actions against them.
7. We acknowledge that CERSAI has the right to seek the replacement of any member of the project team being deployed by us, based on the assessment of CERSAI that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
8. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours faithfully,

<on behalf of Bidder Name>
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.13 Form XIII: IPR for Customized Solution

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Sub: IPR for Customized Solution

Sir,

We, the bidder for the implementation and maintenance of the Central Registry Solution, would like to confirm that when we license the COTS solution(s) (Name of the Solution(s) and develop customized solution, to CERSAI, the IPR of the integrated customised code for the solution will be made available to CERSAI and will be in the name of CERSAI.

Dated this ____ day of ____201_

Yours sincerely,

<on behalf of Bidder Name>
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.14 Form XIV: Details of Cloud Service Provider

<Company Letter Head>

Details of the Bidder Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
ROC Reference No	
Address of the Headquarters	
Address of the Registered Office in India	
Address of offices in India	
Address(es) of the Data Center(s) in India	
Other Relevant Information	
Mandatory Supporting Documents: a. Certificate of Incorporation from Registrar Of Companies(ROC) b. Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company c. Certification on commencement of business	

Yours sincerely,

<Date>
<on behalf of CSP Name>
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.15 Form XV: Financial Information of the CSP

<Date>

Financial Information			
	<<Insert FY>>	<<Insert FY>	<<Insert FY>>
Turnover (in INR crores)			
Profit Before Tax (in INR crores)			
Revenue from Data Centre services (in INR crore)			
Other Relevant Information			
Mandatory Supporting Documents: a. Audited financial statements for each of the three financial years as mentioned above (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.) b. Certification by the company auditors supporting the revenue break-up			

<Signature> <Company Seal>

Name:

Designation:

Name and Address of Auditor:

17.16 Form XVI: Solution Commitment from SI

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Sub: Solution commitment from SI

Sir,

We, the bidder, would like to confirm that the solution components proposed to be developed by us for the Central Registry Solution for CERSAI, elaborated in the RFP and shared with us, fully meets the requirements of CERSAI both in terms of functional coverage and scale of operations.

If during the implementation of the Central Registry Solution at CERSAI, it is found that the proposed solution components are inadequate to meet the specifications in the RFP document, the required solution components in terms of scale or coverage will be supplied without any financial burden to CERSAI.

Dated this ___ day of ___201_

Yours sincerely,

<Date>
<on behalf of Bidder Name>
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.17 Form XVII: Suggestions on Draft Agreement

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Sub: Changes to the Agreement Clauses

Sir,

We request you to consider the following changes to the Agreement Clauses:

S.No.	Reference	Page number	Original text	Suggested Change	Reason for change

Yours sincerely,

<Date>
<on behalf of Bidder Name>
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.18 Form XVIII: Non-malicious Code Certificate

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Sub: Non-malicious Code Certificate

Sir,

I/We hereby certify that the hardware and the software being offered as part of the agreement does not contain any kind of malicious code (at the time of delivery) that would activate procedures to:-

a) Inhibit the desired and the designed function of the equipment.
b) Cause physical damage to the user or his equipment during the operational exploitation of the equipment.
c) Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.

At the time of delivery, there are no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software developed.

Without prejudice to any other rights and remedies available to CERSAI , we are liable in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped software at the time of delivery.

Yours sincerely,

<Date>
<on behalf of Bidder Name>
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.19 Form XIX: Undertaking on Firm Pricing

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Sub: Undertaking on Firm Pricing

Sir,

I/We do hereby undertake that Commercial proposal submitted by us is inclusive of all the items in the Technical proposal and is inclusive of all the clarifications provided/may be provided by us on the Technical proposal during the evaluation of the Technical offer. We understand and agree that our Commercial proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial proposal submitted by us.

We understand and agree that assumptions made in the bid proposal shall not have any commercial implications.

Yours sincerely,

<Date>
<on behalf of Bidder Name>
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.20 Form XX: Undertaking on Service Level Compliance

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Sub: Undertaking on Service Level Compliance

Sir,

1. I/We as Bidder do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the RFP to provide the required service to CERSAI
2. However, if the proposed number of resources is found to be not sufficient in meeting the tender and/or the Service Level requirements given by CERSAI then we will augment the team/hardware/software or any other component without any additional cost to CERSAI.

Yours sincerely,

<Date>
<on behalf of Bidder Name>
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.21 Form XXI: Undertaking on latest software delivery

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Sub: Undertaking on latest software delivery

Sir,

I/We do hereby confirm to deliver and upgrade to the latest versions of the software, as applicable & available during the entire project duration that addresses the requirements of Central Registry Solution at CERSAI, pursuant to the Request for Proposal (RFP) document relating to development of and providing of software components at the same cost committed in the Commercial proposal.

Yours sincerely,

<Date>
<on behalf of Bidder Name>
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.22 Form XXII: Pre-Contract Integrity Pact

Pre-Contract Integrity Pact

General

1. This pre-bid/pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between on one hand, the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI), 5th Floor, MTNL Telephone Exchange Building, 8,Bhikaji Cama Place, New Delhi – 110066, acting through **Chief Operating Officer,** CERSAI (hereinafter called the **"CORPORATION"** which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Name of the contractor) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.
2. WHEREAS the CORPORATION proposes to procure supply of software / hardware/ services / equipment etc. and the BIDDER/SELLER is willing to offer/has offered the supply of goods/plant/machinery/equipment and chemicals etc. as per the contract conditions of tender including the specifications of goods.
3. WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership firm constituted in accordance with the relevant law in the matter and the corporation is a Government Company under Section 25 of the Companies Act, 1956 performing its functions on behalf of the Ministry of Finance, New Delhi, Govt. of India.

NOW, THEREFORE,

4. 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:
    i) Enabling the CORPORATION to obtain the desired software / hardware/ services / equipment etc. at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
    ii) Enabling BIDDER 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 CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.
    iii) The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the Corporation

5. The Corporation undertakes that no official of the CORPORATION, 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.

6. The CORPORATION will, during the pre-contractor stage, treat all 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.
7. All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
8. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION 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 CORPORATION the proceedings under the contract would not be stalled.

Commitments of BIDDERS

9. The BIDDER commits itself to take all 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
    i) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, 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.
    ii) 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 CORPORATION 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 CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.
    iii) BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
    iv) BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
    v) The BIDDERs further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and 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.

vi) 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 CORPORATION 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.

vii) 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.

viii) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

ix) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION 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.

x) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

xi) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

xii) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

xiii) The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956

xiv) 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 CORPORATION

Previous Transgression

10. 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.
11. 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.

Earnest Money (Security Deposit)

12. While submitting Technical bid, the BIDDER shall deposit an amount of Rs. _____ (to be specified in NIT/SD) as Earnest Money, with the CORPORATION through any of the following instruments:
    i) Bank Draft or a Pay Order in favour of Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI), New Delhi/ Regional Manager, Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI), Regional Office ----------
13. Any other mode or through any other instrument (to be specified in the NIT).
14. The Earnest Money/Security Deposit and performance guarantee shall be valid for the period as per the relevant terms & condition of the contract
15. No interest shall be payable by the CORPORATION to the BIDDER on Earnest Money/Security Deposit/performance guarantee or otherwise for the period of its currency and up to their validity.

Sanctions for Violations

16. Any breach of the aforesaid provision 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 CORPORATION 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 Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required 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 CORPORATION, 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 CORPORATION in connection with any other contract for any other stores/work such outstanding payment could also be utilized 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 CORPORATION, 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 CORPORATION resulting from such cancellation/rescission and the CORPORATION 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 CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.

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 CORPORATON with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the Corporation to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

17. The CORPORATION will be entitled to take all or any of the actions mentioned at para 16 (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.
18. The decision of the CORPORATION 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.

Fall Clause

19. The BIDDER undertakes that 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 sub systems was 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 Corporation, if the contract has already been concluded.

Independent Monitor

20. The Corporation has appointed <name>, <designation>, <address> as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
21. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
22. The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
23. Both the Parties accept that the monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
24. 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 Corporation.
25. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Corporation 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.

26. The Corporation 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.
27. The Monitor will submit a written report to the designated Authority of Corporation within 8 to 10 weeks from the date of reference or intimation to him by the Corporation / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

28. In case of any allegation of violation of any provisions of this Pact or payment of commission, the Corporation 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.

Law and Place of Jurisdiction

29. This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the Corporation.

Other Legal Actions

30. 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.

Validity

31. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Corporation and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
32. Should one or several provisions of this Pact 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.
33. The parties hereby sign this Integrity Pact at _____ on_____

COPORATION	Bidder
Name of the Officer:	Name of the Officer:
Designation:	Designation:
Witnesses	
Witness 1	
Name:	Signature:
Witness 2	
Name:	Signature:

17.23 Form XXIII: Technical Proposal Cover Letter

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Ref: RFP for Selection of SI for implementation and maintenance of Central Registry Solution at CERSAI

Dear Sir,

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services for implementation and maintenance of Central Registry Solution at CERSAI as required and outlined in the RFP.

We attach hereto the bid Technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and CERSAI or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of six months from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal agreement is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us and CERSAI.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to CERSAI is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CERSAI as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this ..... Day of ..... **201..**

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am ……<designation>…… of the ……<Company Name>……., and that ……<Name of the Respondent>…… who signed the above response is authorized to bind the corporation by authority of its governing body.

Date

(Seal here)

17.24 Form XXIV: Commercial Proposal Cover Letter

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Ref: RFP for Selection of SI for implementation and maintenance of Central Registry Solution at CERSAI

Dear Sir,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services for implementation and maintenance of the Central Registry Solution at CERSAI to meet such requirements and to provide services as set out in the bid document following is our quotation summarizing our Commercial proposal.

We attach hereto the Commercial proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services to implement the solution as put forward in the RFP or such modified requirements as may subsequently be mutually agreed between us and CERSAI or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee in the format given in the bid document issued by any Nationalized Banks or scheduled bank in India, acceptable to CERSAI for a sum equivalent to 10% of the total agreement value for the due performance of the agreement.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of Six Months from the date fixed for opening the Commercial bid and it shall remain binding upon us, until within this period a formal agreement is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to CERSAI is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CERSAI as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this …… Day of ……. **201..**

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am ……<designation>…… of the ……<Company Name>……., and that ……<Name of the Respondent>…… who signed the above response is authorized to bind the corporation by authority of its governing body.

Date

(Seal here)

17.25 Form XXV: Fall Clause Undertaking

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Ref: Fall clause on the pricing of the solution (-----name and version of the solution/ hardware-----)

Dear Sir,

We undertake that we have not supplied/are not supplying the similar systems or subsystems (------the name and version of the solution/ hardware -----) at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or a Public Sector Unit / Organization and if it is found at any stage that the similar system or sub-system was supplied by us to any other Ministry/Department of the Government of India 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 us to CERSAI , if payments have already been made to us for the solution.

[on behalf of *Bidder Name]*

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.26 Form XXVI: 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. <Date> to provide Implementation services for <<name of the assignment>> to CERSAI (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.

17.27 Form XXVII: Undertaking on maintenance of confidentiality of Central Registry data

<Letterhead of the Bidder>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

Ref: Undertaking on maintenance of confidentiality of Central Registry data

Dear Sir,

We undertake that we shall:

1. At no point in time during the duration of the project, share any data of the Central Registry with any foreign agency / government.
2. Immediately and compulsorily intimate to CERSAI any requests for data that are received from any foreign agency / government. If there is prohibition on us sharing such information with CERSAI on request or order of a foreign agency / government, under no circumstance shall such prohibition apply to us sharing intimation of the request for data with CERSAI.
3. Not share any data with any Indian Government agency without prior written consent from CERSAI.

[on behalf of *Bidder Name]*

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of Bidder:

17.28 Form XXVIII: Format for CVs

S. No.	Item		Bidder's Response	
1.	Name			
2.	Specify role to be played in the project			
3.	Name of Organization			
4.	Number of years with the Current Organization			
5.	Total Experience (in Years)			
6.	Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)			
	Name of Organization	From	To	Designation/ Responsibilities
6.1.				
6.2.				
7.	Summarized professional experience (Relevant to the Current Project) in reverse chronological order			
	From	To	Company / Project / Position / Relevant Functional, Technical and Managerial experience	
7.1.				
7.2.				
8.	Educational Background, Training / Certification including institutions, % of marks, specialization areas etc.			
	Degree	Year of Award of Degree	University	% of marks
8.1.				
8.2.				

17.29 Form XXIX: Manufacturer's Authorization Form (MAF)

(This form has to be provided by the OEMs of the products proposed)

No. Date:

<Letterhead of the OEM>
<Date>

Chief Operating Officer
CERSAI
5th Floor, MTNL Telephone Exchange Building
8, Bhikaji Cama Place, New Delhi – 110066

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 CERSAI 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 CERSAI 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 CERSAI, 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.