

TENDER DOCUMENT
FOR
Selection of Service Provider for Web based Enterprise Resource Planning (ERP), Disaster Recovery and Cloud Based Solution on Managed Service Model Managed Service Model



National Testing Agency

Excellence in Assessment

NATIONAL TESTING AGENCY

(An autonomous organization under the Department of Higher Education, Ministry of Human Resource Development, Government of India)

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Cost of Tender Form: **Rs 10000/-**

Emd: Rs 10 lacs
August 2021

Notice Inviting Tenders

Online bids(Manual bids shall not be accepted) are invited valid for a minimum period of 180 days from the date of opening under single stage two bid tender system for “Selection of Service provider for web based Enterprise Resource Planning (ERP) , Disaster Recovery and Cloud Based Solution on Managed Service Model” as per schedule below:

S No.	Particulars	Details
1	Tender Document issued by	National Testing Agency (NTA) Noida
2.	Authorized officer for Clarification	Joint Director (Proc), NTA
3	Availability of Tender Document	Tender document may be downloaded from GeM site https://gem.gov.in and NTA website - www.nta.ac.in (for reference only)
4	Tender Bid Id	
5	Cost of Tender Form	Rs. 10000/- (Rupees Ten Thousand only)
6	Earnest Money Deposit (EMD)	Rs. 10 Lacs (Rupees Ten Lacs Only) [Refundable]
7	Download of Tender Document	D
8	Pre- Bid Meeting for quires (if any)	D+7 VC)
9	Last date for seeking clarification (if any and if required)	05:30 pm on D+6 Through E-mail- procurement@nta.ac.in
10	(a) Last date for submission of Bid	D+20
	(b) Opening of Technical Bid	D+21 at NTA office Noida
	(C) Date of Technical Presentation /Demonstration	To be notified later
11	Opening of Financial bid(s) of technically qualified bidders	To be notified later to the technically qualified bidders

*The prospective bidders desirous of attending the pre-bid meeting or sending queries may submit their request through email to genadmin@nta.ac.in with cc to procurement@nta.ac.in A link for attending the pre-bid meeting via Video Conference on MS Teams software will be sent to the interested bidders on receiving their mail id(s). NTA reserves the right to restrict the number of participants from a bidder in public interest.

** Regarding EMD exemption please see Clause 9 para 5.1 and for Tender cost exemption please see Clause 9 para 9.1**

Tender documents may be downloaded from NTA web site www.nta.ac.in (for reference only) and GeM site <https://gem.gov.in>.

Bids shall be submitted online only at GeM website <https://gem.gov.in>. Financial Bid (Annexure IX) to be uploaded in .xls file format only.

Tenderers/Bidders are advised to follow the instruction provided in the **Instruction to the contractors/Tenders** for the e-submission of the bids online through the central public procurement portal for e procurement at <https://gem.gov.in>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Tenders who have downloaded the tender from the NTA website www.nta.ac.in and Government e Marketplace (GeM) website <https://gem.gov.in> shall not tamper/modify the tender from including downloaded price bid template in any manner. In case, the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD submitted would be forfeited and tenderer is liable to be banned from doing business with NTA.

Joint Director (Proc.)

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Terms used in RFP

- i. **“Agreement”** means the form of agreement together with the contents and specifications set out in all the volumes of the RFP;
- ii. **“Applicable Laws”** includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority;
- iii. **“Bidder”** means the companies / firms bidding for the Project through this invitation of Request for proposal (RFP) exclusively for Purchaser for the specified scope of work
- iv. **“Bid Evaluation Committee”** means the committee constituted by Purchaser for the purpose of evaluation of bids received in response to this RFP document
- v. **“Bespoke Software”** means the software designed, customized, developed, tested and deployed by the Bidder for the purposes of rendering the Services to the Stakeholders of the Project and includes the source code 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 (except for the customization components on such products), proprietary software components and tools deployed by the Bidder, and which, i.e., the bespoke software, shall be solely owned by Purchaser.
- vi. **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information about any candidate / department, including any such information that may come to the knowledge of the Parties hereto / Bidder’s team by this Contract that:
 1. is by its nature confidential or by the circumstances in which it is disclosed confidential; or
 2. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract
- vii. **“Contract”** means the Agreement entered into between the Purchaser and the Bidder as recorded in the Contract form signed by the Purchaser and the Bidder including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;
- viii. **“COTS”** means **Commercial off-the-shelf** or **commercially available off-the-shelf (COTS)** products are packaged solutions, which are then adapted to satisfy the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions. However, any modification activity on the COTS for the project implementation would be the intellectual property of the Purchaser.
- ix. **“Deliverables”** means the products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the Agreement as listed in Section 7: Scope of Work of the RFP and includes all documents related to the solution, user manual, business designs, training

materials, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines and source code and all respective modifications

- x. **"Intellectual Property Rights"** means and includes all rights in the COTS/Product/ Bespoke Software, its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein
- xi. **"Project"** means the project involving system design, customization, training of personnel, implementation, maintenance and operations of the overall solution as per terms and conditions laid down in the RFP and in conformance to the SLA
- xii. **"Material Adverse Impact"** means material adverse effect on (a) the ability of the Bidder to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or SLA; and/or (b) the legal validity, binding nature or enforceability of this RFP and/or the SLA
- xiii. **"Nodal Officer, NTA"** means the Director, National Testing Agency (NTA) or his nominated person.
- xiv. **"Performance Guarantee"** or **"Performance Bank Guarantee"** or **"PBG"** shall mean an unconditional and irrevocable bank guarantee provided by a Nationalized/Commercial Bank to Purchaser on behalf of the Bidder amounting to 3% of the annual agreement value, pursuant to the Agreement. The PBG shall be valid for a period of 90 days post the expiry of the contract, unless extended pursuant to the Agreement
- xv. **"Project Data"** means all proprietary data of the Project generated out of the Project operations and transactions, documents and related information including but not restricted to user data which the Bidder obtains, possesses or processes in the context of providing the Services to the users pursuant to this RFP including the SLA;
- xvi. **"Project Implementation Phase"** means the period between the Agreement Date and the Go-Live date, it is expected that the Implementation would be done by Service Provider in a period of maximum up to 9 months from the SRS submission Date;
- xvii. **"Project Implementation Completion date"** means the date on which the proposed System is completely operational as per the functional, technical and operational requirements specified in the RFP have been met by Bidder covering all phases which includes integration, configuration, customization, extension and third-party audit by STQC/CERT-in. Application Software, data migration, change management & Capacity Building are successfully concluded to the satisfaction of Purchaser. STQC Audit to be completed within 3 months after completion of Project Implementation Phase.
- xviii. **"Project Proprietary Information"** shall mean Proprietary Information of NTA provided to the Bidder for providing the Services and include all modifications, enhancements and other derivative works of such Project Proprietary Information arising because of Services rendered by the Bidder
- xix. **"Proprietary Information"** means processes, methodologies and technical and business 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 RFP, or the SLA
- xx. **"Purchaser"** means Director General, National Testing Agency (NTA) or his authorized representative.
- xxi. **"RFP" or "Request for Proposal"** means the documents containing the Technical, Functional, Operational, Commercial and Legal specifications for the implementation of the Project, issued in this one volume and also includes the clarifications, explanations and amendments issued by Purchaser from time to time

- xxii. **“Replacement Service Provider”** means any third party that the Purchaser may appoint to replace the Bidder upon expiry of the Term or otherwise termination of this RFP or the SLA to undertake the Services or part thereof
- xxiii. **“SRS” means System Requirement Specification.**
- xxiv. **“Services”** means the contents and services to be rendered during the Project Implementation Phase and the Project Operations/support and Management Phase including but not limited to the services to be delivered to the Stakeholders as specified in the RFP
- xxv. **“Service Level”** means the level of service and other performance criteria which will apply to the Services as set out in SLA
- xxvi. **“Service Level Agreement” or “SLA”** means the agreement on service levels between Purchaser and Bidder, in terms of the Service Level requirements as per the model set out in Appendix IV of this RFP
- xxvii. **“Service Provider”** means the agency selected by the Purchaser, which is responsible for integration, configuration, customization and extension of Purchaser’s web-based ERP system, data migration, change management & capacity building, handholding support and operation & maintenance.
- xxviii. **“Third Party Systems”** means systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which Service Provider has been granted a license to use and which are used in the provision of Services
- xxix. **“Third Party Agency”** means the agency appointed by Purchaser for the purpose of certification of the hardware and software by conducting various types of tests
- xxx. **“Term/Duration”** means the total period required by the Bidder to complete the project as per the specified scope of work which will be total 69 months i.e 9 months of project implementation phase and 60 months of project contract phase after project implementation.
- xxxi. An original equipment manufacturer (OEM) is a company that produces software and equipment that may be marketed by another party.

1 Request for Proposal

Sealed tenders are invited from eligible, reputed, qualified firms with sound technical and financial capabilities for selection of Service Provider for web-based Enterprise Resource Planning (ERP), Disaster Recovery and Cloud Based Solution on Managed Service Model as detailed out in the scope of work under Section 7 of this RFP document. This invitation to bid is open to all Bidders **meeting the minimum eligibility criteria as mentioned in Section 5.1 of this RFP document.**

2 Structure of the RFP

This RFP document comprises of the following:

- 1) Instructions on the bid process for responding to this RFP. This broadly covers:
 - a) General instructions for bidding process
 - b) Bid evaluation process including the parameters for pre-qualification, technical evaluation and commercial evaluation to facilitate the Purchaser in determining Bidder's suitability as the implementation partner
 - c) Payment schedule
 - d) Commercial bid and other formats
- 2) Functional and technical requirements of the project. The contents of the document broadly cover the following areas:
 - a) About the project and its objectives
 - b) Scope of work for the implementation agency
 - c) Functional and Technical requirements
 - d) Project Schedule
 - e) Service levels for the implementation partner

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating Bidder's suitability to become the implementation partner of the Purchaser.

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.

3 Background Information

3.1 About National Testing Agency (NTA)

National Testing Agency (NTA) has been established as a premier, specialist, autonomous and self-sustained testing organization to conduct entrance examinations for admission/fellowship in higher educational institutions.

To assess competence of candidates for admissions and recruitment has always been a challenge in terms of matching with research based international standards, efficiency, transparency and error free delivery. The National Testing Agency is entrusted to address all such issues using best in every field, from test preparation, to test delivery and to test marking.

3.2 Project Background

The Ministry of Human Resource Development (MHRD), Government of India (GOI) has established National Testing Agency (NTA) as an independent autonomous organization under Society Registration Act 1860 for conducting efficient, transparent and international standards tests to assess the competency of candidates for admissions to premier higher education institutions.

The NTA shall conduct the following examinations:

- 1) UGC-NET (twice in a year) – To determine the eligibility for Assistant Professor only or Assistant Professor & Junior Research fellowship both in college and university.
- 2) NEET (once a year) – National Eligibility cum Entrance Test (NEET-UG) for admission to MBBS/BDS Courses in India in Medical/Dental Colleges run with the approval of Medical Council of India/Dental Council of India under the Union Ministry of Health and Family Welfare, Government of India except for the institutions established through an Act of Parliament i.e. AIIMS and JIPMER Puducherry.
- 3) JEE (Main) (twice in a year) – Joint Entrance Examination (Main) for admission to Undergraduate Engineering Programmes in NITs, IIITs and other Centrally Funded Technical Institutions etc. The States of Madhya Pradesh, Haryana, Uttarakhand, Nagaland & Odisha shall also have admission through JEE (Main) system. The JEE (Main) will also be an eligibility test for the JEE (Advanced), which the candidate has to take if he/she is aspiring for admission to the undergraduate programmes.
- 4) CMAT – Common Management Admission Test (CMAT) for admission to the colleges that offer MBA and for those which run postgraduate diploma in management programs.
- 5) GPAT – Graduate Pharmacy Aptitude Test (GPAT) for admission into the Master's programme of Pharmacy (M Pharma)
- 6) ICAR – All India Entrance Examinations for admission to UG, PG & Ph.D Courses in AUs, and award of scholarships and fellowships
- 7) NCHM – admission to the B.Sc. Course in Hospitality and Hotel Administration (B.Sc.HHA) across the country

- 8) DUET, JNU EE and Other exams.

3.3 Basic Information

- 1) Purchaser invites responses to this Request for Proposal from reputed Service Providers for the provision of web-based Enterprise Resource Planning (ERP), Disaster Recovery and Cloud Based Solution on Managed Service Model as described in Section 7 of this RFP, "Scope of Work"
- 2) Any contract that may result from this RFP will be issued for a term of 69 months ("the Term"). The Term constitutes 9 months for customization and implementation of the solution as per the scope of work defined in Section 7 and 60 months (contract duration) of post implementation support.
- 3) The Purchaser reserves the right to extend the Term for a period or periods of up to 24 months (two instances of 12 months each) on the same terms and conditions, Subject to satisfactory performance of the service provider.
- 4) Proposals must be received not later than time, date and venue mentioned in the RFP
- 5) Proposals that are received late WILL NOT be considered.

4 Instruction to Bidders

4.1 General

- 1) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.
- 2) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser based on this RFP.
- 3) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- 4) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Compliant Proposals / Completeness of Response

- 1) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- 2) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - a) Include all documentation specified in this RFP
 - b) Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - c) Comply with all requirements as set out within this RFP.

4.3 Code of integrity

No official of a procuring entity or a Bidder shall act in contravention of the codes which includes

- 1) Prohibition of
 - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c) Any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the Bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract;
- 2) Disclosure of conflict of interest.
- 3) Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a Bidder or prospective Bidder, as the case maybe, has contravened the code of integrity, may take appropriate measures.

4.4 Pre-Bid Clarifications

4.4.1 Pre-bid Clarifications

- 1) The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact Mr. B K Sahu Joint Director, NTA by email procurement@nta.ac.in on or before date/time specified in the tender notice.
- 2) The queries should necessarily be submitted in the following format:

S. No.	Clause no.	Page no.	Content of RFP requiring clarification(s)	Points of clarification

- 3) Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

4.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

The officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.

- 1) At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- 2) The corrigendum (if any) & clarifications to the queries from Bidders may be posted on the portal www.nta.ac.in and <https://gem.gov.in>.
- 3) Any such corrigendum shall be deemed to be incorporated into this RFP.
- 4) To provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Key instructions for the bid

4.5.1 Right to Terminate the Process

- 1) Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 2) This RFP does not constitute an offer by the Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

4.5.2 RFP document fees

- 1) The RFP document has been made available for download without any fee from the website www.nta.ac.in and <https://gem.gov.in>

Bidders shall submit, along with their Proposals, confirmation of submission of a tender fee of INR 10,000/- (INR Ten Thousand Only), in the form of RTGS/NEFT in favour of The Account of NTA is in State Bank of India, D-211/1, Sector -61, Noida.

The details are as under:-

Account No. 37714486224

IFSC Code SBIN0005222

MICR Code 110002422

- 2) Proposals received without or with inadequate RFP document fees shall be rejected.

***Note: As per MSME policy circular dt 23rd March 2012, MSEs registered under UAM scheme will be provided tender cost free of cost. Bidders are required to submit valid UAM certificate and their claim for free tender cost will be considered for the service/category for which they are registered as per UAM certificate. Decision of Bid Evaluation Committee will be final in the matter.**

4.5.3 Earnest Money Deposit (EMD) / Bid Security

- 1) Bidders shall submit, along with their Proposals, confirmation of submission of an EMD of INR Ten Lacs only, in the form of FDR/RTGS/NEFT/BG in favour of Director General NTA. In case the bidder submits EMD in the form of Bank Guarantee, it should be valid for the period of validity of the bid plus three months.

The Account of NTA is in State Bank of India, D-211/1, Sector -61, Noida. The details are as under:-

Account No. 37714486224

IFSC Code SBIN0005222

MICR Code 110002422

As per GOI circular No. F.9/4/2020-PPD bidders can submit bid declaration against EMD/security

- 2) EMD of all unsuccessful Bidders would be refunded by the Purchaser within 90 days of the Bidder being notified as being unsuccessful.
- 3) The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.
- 4) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- 5) Proposals not accompanied with the bid declaration EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- 6) The EMD may be forfeited in the event of:
 - a) A Bidder withdrawing its bid during the period of bid validity
 - b) A successful Bidder fails to sign the subsequent contract in accordance with this RFP
 - c) The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP

- d) A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

Note* - EMD Exemption can be availed as per Ministry of Finance Department of Expenditure Procurement Policy Division Guidelines dated: 12.11.2020.

4.5.4 Bidder's Authorized Signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

4.6 Preparation & submission of Proposals

4.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

4.6.3 Submission of Proposals

Bidders should submit their responses as per the procedure specified in the Government e Market (GeM) portal (<https://gem.gov.in>) being used for this purpose.

- 1) Documents confirming submission of Tender Fee & EMD
- 2) Pre-qualification response
- 3) Technical proposal
- 4) Financial proposal

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the GeM portal. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. Please note that prices/rates should not be indicated

in the pre-qualification proposal or technical proposal but should only be indicated in the financial proposal. ***In case any bidder submits financial proposal (prices/rates) in the pre-qualification proposal or technical proposal then the bid will be summarily rejected.***

Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

4.6.4 Proposals submitted after designated time for submission

Bids submitted after the due date will not be accepted by the e-Procurement system and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

Alternatively, bids of Bidders not submitting/sending in the tender fee & EMD instruments before the designated deadline for proposal submission as per tender notice shall be summarily rejected.

4.6.5 Deviations

No deviations are acceptable. Decision of NTA shall be final and binding on the bidder.

4.7 Evaluation Process

- 1) The Purchaser will constitute a Bid Evaluation Committee to evaluate the responses of the Bidders.
- 2) The Bid Evaluation Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
- 3) The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Bid Evaluation Committee.
- 4) The Bid Evaluation Committee may ask for additional documents/meetings with the Bidders to seek clarifications on their proposals.
- 5) The Bid Evaluation Committee reserves the right to reject any or all Proposals based on any deviations contained in them.
- 6) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.7.1 Proposal Opening

The Proposals submitted as per due date and time specified in the tender notice will be opened as per schedule by members of the Bid Evaluation Committee, in the presence of the Bidder's representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

4.7.2 Proposal Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of the Proposal.

4.7.3 Proposal Evaluation

- 1) Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:
 - a) Submitted in a manner not conforming with the manner specified in the RFP document
 - b) Submitted without appropriate EMD/tender cost as prescribed herein
 - c) Received without the appropriate power of attorney
 - d) Containing subjective/incomplete information
 - e) Submitted without the documents requested in the checklist
 - f) Non-compliant with any of the clauses stipulated in the RFP
 - g) Having lesser than the prescribed validity period.

The EMD of all non-responsive bids shall be returned to the bidders.

- 2) All responsive bids will be considered for further processing as below. Purchaser will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Bid Evaluation Committee according to the evaluation process defined in this RFP document. The decision of the Bid Evaluation Committee will be final in this regard.

5 Criteria for Evaluation

5.1 Pre-Qualification/Eligibility Criteria

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
1	Bidder should be a company registered in India under the Indian Companies Act or a registered partnership company / firm / society and existing for the past 10 years as on date of bid closing date.	a) In case the Bidder is a registered company in India, they should produce the copy of the certificate of incorporation issued by the Registrar of Companies or MCA

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
		b) In case the Bidder is a registered partnership company / firm / society, they should produce a copy of the certificate of incorporation
2	<p>The Bidder should have an average annual turnover of at least INR 150 Crores from IT services during each of the last three financial years (i.e. 2020-21, 2019-20, 2018-19).</p> <p>This turnover should be on account of system integration / turnkey solutions or products and their associated implementation and maintenance</p>	Statutory auditor's certificate & copy of audited balance sheets and profit and loss accounts. (In tabular form)
3	The Bidder should have positive net worth during the last three financial years.	
4	<p>The Bidder/OEM must have successfully completed at least the following number of software development, deployment, customization, implementation & maintenance engagement(s) in MSM Model for a Central / State Government Higher Education domain/ Organization (or Govt. Autonomous body) / Public Sector Unit (PSU) in India, during the last 5 years (as on bid closing date), of value specified herein:</p> <ol style="list-style-type: none"> 1. Two project of value not less than INR 15 crores; OR 2. Three projects of value not less than INR 12 crores each; OR 3. Four projects of value not less than INR 10 crores each 	<p>a) Experience details as per the Appendix I: Form 5 (Project Citation Format)</p> <p>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order / completion certificate from the client/self-certificate</p>
5	The Bidder shall not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offense in India for any reason as on last date of submission of the Bid.	Affidavit for not being blacklisted, signed by the authorised signatory of the bidder
6	The Bidder should necessarily furnish an affirmative statement as to existence of, absence of, or potential for conflict of interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the clients - that may have an impact on the contract with Purchaser	Declaration by authorised signatory of the Bidder
7	Board Resolution / Power of Attorney, in the name of person signing the Bid, authorizing him to submit/execute this agreement as a binding document	Copy of Board Resolution / Power of Attorney
8	The Bidder/OEM should have a minimum CMMi Level 3 certification OR both ISO 27001:2013 & ISO 9001:2015 certifications valid as on date of closing of bid for providing IT/ ITeS services.	Copy of the certificate(s) signed and stamped by the authorised signatory of the Bidder

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
9	The bidder should have at least 100 professionally qualified personnel (relevant degree holders i.e. BTech / BE / MCA / MTech) working on their rolls	Certificate from Authorized Signatory on letter head
10	Consortium not allowed	Self-Declaration

Technical Qualification Criteria

Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
A	Technical capability of the Bidder	60	
A1	<p>Web based ERP:</p> <p>Experience of Bidder/ OEM in executing / be in the process of executing a web-based ERP solution during the last 5 years (as on bid closing date)</p> <ul style="list-style-type: none"> Each project of value greater than or equal to INR 3 crores: 1 mark (maximum 6 projects) Additional 3 mark will be provided for each completed project/under execution with Central / State Government / PSU/ Govt. Autonomous Organization in India 	24	<p>a) Experience details as per the Appendix I: Form 5 (Project Citation Format)</p> <p>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order / completion certificate from the client/Self certificate</p>
A2	<p>System Integration (Cloud):</p> <p>Experience of Bidder/ OEM in executing / be in the process of executing a web-based portal with workflow engine during the last 5 years (as on bid closing date).</p> <p>The project(s) should mandatorily include the following aspects:</p> <p>a) Cloud implementation& management</p> <p>b) Disaster Recovery</p> <p>c) Dashboard analytics</p> <ul style="list-style-type: none"> Each project of value greater than or equal to INR 3 crores: 1 mark (maximum 4 projects) Additional 2 marks will be provided for each completed project with Central / State Government / PSU /Govt. Autonomous Organization in India 	12	<p>a) Experience details as per the Appendix I: Form 5 (Project Citation Format)</p> <p>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order / completion certificate from the client or Self Certificate</p>
A3	<p>E-governance in Higher Education:</p> <p>Experience of Bidder/OEM in executing/be in the process of executing an e-governance web- based portal/solution with workflow engine in higher education domain on MSM model during the last 5 years (as on bid closing date) with average one lakh candidates per project.</p> <ul style="list-style-type: none"> 1 mark per project (maximum 6 projects) Additional 3 marks will be provided for each completed project with Central / State Government / PSU /Govt. Autonomous Organization in India 	24	<p>a) Experience details as per the Appendix I: Form 5 (Project Citation Format)</p> <p>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order / completion certificate from the client or Self certificate.</p>

Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
B	Approach & Methodology	35	
B1	Overall Approach & Methodology <ul style="list-style-type: none"> Understanding of Requirements Overall solution architecture and software deployment methodology Strategy for project monitoring 	5	Signed Technical Bid
B2	Project Timelines <ul style="list-style-type: none"> Comprehensiveness of roll out plan Work breakdown structure and identification of key tasks Strategy to meet the timelines mentioned in RFP for each component Resource deployment plan 		Signed Technical Bid
B3	Change Management Methodology <ul style="list-style-type: none"> Capacity building approach Innovativeness in imparting the training to the participants Adoption of standards in case of web based training delivery (if proposed) 		Signed Technical Bid
B4	Program Management Methodology <ul style="list-style-type: none"> Formal approach to project management (usage of project specific tools) Business continuity plan Quality control procedures proposed Risks as seen on this project and their mitigation plan Handover plan 		Signed Technical Bid
B5	Presentation <ul style="list-style-type: none"> Presentation of the proposed solution 	15	Copy of the presentation (to be presented on the day of the presentation)
B6	Demonstration of Live application	15	Demonstration of live application
C	Staff Strength	05	
C1	The bidder should provide onsite and offsite resources as specified in Section 9.1	05	Details as per Section 9.1

A bid will be considered as technically qualified by the Bid Evaluation Committee when the technical score of the Bidder is equal to or more than 70%.

5.2 Commercial Bid Evaluation

- 1) The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- 2) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 3) The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified based on point 2 above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

$$\text{Financial Score of Bidder (Fn)} = \left\{ \frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of Bidder}} \times 100 \right\}$$

%(Adjusted to two decimal places)

- 4) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- 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
- 7) Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

5.3 Combined & Final Evaluation

- 1) The technical and financial scores secured by each Bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- 2) The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:

$$\langle B_n = 0.70 * T_n + 0.30 * F_n \rangle$$

Where

B_n = overall score of Bidder

T_n = Technical score of the Bidder (out of maximum of 100 marks)
F_n = Normalized financial score of the Bidder

- 3) In the event the composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

6 Appointment of Systems Implementation Agency / Partner

6.1 Award Criteria

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

6.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser's action.

6.3 Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

6.4 Purchaser Contract Finalization & Award

The Purchaser shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid based on Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC).

On this basis the draft contract agreement would be finalized for award & signing.

6.5 Performance Guarantee

On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 3 per cent of the annual contract value, on or before the signing of the subsequent contract/agreement, within 21 days from notification of award.

In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and en cash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed in Appendix III. The successful Bidder shall ensure, the Performance Guarantee is always valid during the Term of the subsequent contract (including any renewal) and for a period of 90 days beyond all contractual obligations, including warranty terms.

The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

6.6 Signing of Contract

After receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract/agreement, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

6.7 Failure to Agree with the Terms and Conditions of the RFP in the Agreement

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute enough grounds for the annulment of the award, in the event of which the Purchaser shall invoke the EMD/PBG of the successful Bidder to whom the Letter of Intent was issued for award of the contract.

6.8 Terms & Conditions Applicable Post Award of Contract

6.8.1 Key Performance Measurements

- 1) Unless specified by Purchaser to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work, Service Specifications and Service Levels as laid down in this tender.
- 2) If the Contract, Scope of Work, Service Specification includes more than one document, then unless Purchaser specifies to the contrary, the latter in time shall prevail over a document of earlier date to the extent of any inconsistency.
- 3) Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications upon agreement with the Service Provider and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements.
- 4) If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of Purchaser's changed order.

6.8.2 Transition Management

- 1) Post the contract period, the Bidder is expected to provide a smooth handover of all the knowledge material and assets to Purchaser at no transfer cost.
- 2) Post the contract period, if a new vendor is selected by Purchaser for the next contract, the Bidder is expected to provide adequate knowledge transfer and training to the new vendor over a period of contract. The knowledge transfer/training should necessarily cover details on

- a) Design, Deployment, Operations and Maintenance aspects
- b) Database architecture and management
- c) Nature and type of incidents and resolutions including any FAQs and reference material
- d) Effective resolution mechanisms, if any, etc.

6.8.3 Purchaser's Right of Monitoring, Inspection and Periodic Audit

- 1) Purchaser reserves the right to inspect and monitor/assess the progress / performance / maintenance of the systems at any time during the Contract. Purchaser may demand and upon such demand being made, the Purchaser 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) Purchaser 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 Bidder of its obligations/functions in accordance with the standards committed to or required by Purchaser and the Bidder undertakes to cooperate with and provide to Purchaser/ any other agency appointed by Purchaser, all documents and other details or information as may be required by them for this purpose. Any deviations or contravention identified because of such audit/assessment would need to be rectified by the Bidder failing which Purchaser may, without prejudice to any other rights that it may have issue a notice of default.

6.8.4 Intellectual Property Rights

- 1) In case of Bespoke development of the application: The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals as may be necessary as per the existing laws in India to effectively transfer such rights to the Purchaser. Once transferred, the Purchaser shall own and have a right to use all such Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to program source codes, all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.
- 2) In case of deployment of COTS products: Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all program customization source codes, processes, products, specifications, reports and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Bidder shall be property of the Purchaser. The Bidder should create a repository of such

resources and provide access to Purchaser. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser 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 the Purchaser

- a) Bidder shall not only support Purchaser with the proposed COTS during the contract period, but also, confirm that after the expiration / termination of the initial contract, continued support will be provided by the Bidder to the Purchaser, in case Purchaser chooses to maintain / upgrade the COTS proposed, either directly or through third party agency(ies)
 - b) Continued support to the Purchaser will be subject to the purchase of support by the Purchaser post termination / expiry of contract
 - c) The customization source code with its full rights shall be handed over to the Purchaser
- 3) If Purchaser desires, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Bidder, and which may be assigned by the Purchaser to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract, shall be acquired in the name of the Purchaser, prior to termination of this Contract. However, after the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.
 - 4) The Bidder / Bidder's Team shall ensure that while it uses any software, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or the Bidder's Team during the course of performance of the Services. In case of any infringement by the Bidder / Bidder's Team, Bidder shall have sole control of the defence and all related settlement negotiations.
 - 5) The Bidders are strictly advised to quote the same Software solution/OEM in this RFP, deploying which they have gained requisite experience. Non adherence (quoting different Software Solution) will result in the said proposal being disqualified in totality.
 - 6) In Pre-Qualification and Technical Qualification criteria-the experience of OEM in India will also be considered.

6.8.5 Information Security

- 7) The Bidder / Bidder's Team shall not carry any written/printed document, layout diagrams, CDs, DVDs, hard disk, storage tapes, other storage devices or any other goods /material

proprietary to Purchaser into / out of the Purchaser's office location without written permission from the Purchaser.

- 8) The Bidder / Bidder's Team shall not destroy any unwanted documents, defective tapes/media present at Purchaser's office location on their own. All such documents, tapes/media shall be handed over to the Purchaser.
- 9) All documentation and media shall be properly identified, labelled and numbered by the Bidder. Bidder shall keep track of all such items and provide a summary report of these items to the Purchaser monthly.
- 10) The Bidder / Bidder's Team shall follow Purchaser's Information Security policy, if any. Access to Purchaser and Purchaser's data and systems, Email and Internet facility by the Bidder / Bidder's team at Purchaser's office location shall be in accordance with the security and access policies set by the Purchaser, if any.
- 11) Bidder / Bidder's Team acknowledge that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser / Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder / Bidder's team could damage the goodwill of Purchaser, and that by reason of Bidder / Bidder's duties hereunder. Bidder / Bidder's team may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Bidder shall use such information only for performing the said services
- 12) Bidder shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return all information provided to Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

6.8.6 Records of Contract Documents

- 1) The Bidder shall at all time make and keep enough copies of the process manuals, training manuals operating procedures, specifications, Contract documents and any other documentation at head quarter/division/circle level to fulfil his duties under the Contract.
- 2) The Bidder shall keep at Purchaser's head quarter at least three copies of each specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by Purchaser's Representative and by any other person authorized by Purchaser's Representative. Where one or more of Bidder's offices are deployed in the

works, all requirements of the Contract and Bidder's obligation under the Contract shall apply equally at each office so deployed.

6.8.7 Ownership and Retention of Documents

- 1) Purchaser shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract.
- 2) Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by Purchaser, the Bidder shall deliver to Purchaser all documents provided by or originating from Purchaser and all Documents produced by or from or for the Bidder during performing the Services, unless otherwise directed in writing by Purchaser at no additional cost. The Bidder shall not, without the prior written consent of Purchaser store, copy, distribute or retain any such Documents.

6.8.8 Confidentiality

- 1) The Bidder shall not use Confidential Information, the name or the logo of Purchaser and Purchaser except for the purposes of providing the Service as specified under this contract;
- 2) The Bidder may only disclose Confidential Information in the following circumstances:
 - a) with the prior written consent of Purchaser;
 - b) to a member of the Bidder's Team ("Authorized Person") if:
 - the Authorized Person needs the Confidential Information for the performance of obligations under this contract;
 - the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Purchaser.
- 3) The Bidder shall notify Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Purchaser.
- 4) The Bidder shall be liable to fully recompense Purchaser for any loss of revenue arising from breach of confidentiality. Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

6.8.9 Change Orders/Alteration/Variation

- 1) The Bidder agrees that the requirements and Service requirements given in the Tender documents are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser:
 - a) Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, drawings etc. of the Tender documents

which the Bidder had not brought out to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.

- b) It shall be the responsibility of the Bidder to meet all performance and other requirements of the Purchaser as stipulated in the Tender document / Contract. Any upward revisions / additions of quantities, specifications, technical manpower, service requirements to those specified by the Bidder in his Bid documents, that may be required to be made during installation / acceptance of the System or at any time during the currency of the contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the Tender documents shall not constitute a change order and shall be carried out by the Bidder without any change order and without any time and cost effect to the Purchaser whatsoever
- 2) The Purchaser may at any time, by a written change order given to the Bidder, make changes within the general scope of the Contract, including but not limited to:
 - a) Development of enhancements / new features
 - b) Any integration that will be required to be done with any new external system, which is currently not in scope, but can be requested later by Purchaser
 - c) Designing solution and developing new modules/applications as required by Purchaser
 - d) Developing any new website or portal
 - 3) The clause for change order will come into effect from the date of go-live of the web portal and change order worth up to 5% of the total contract value would be covered under this contract and hence would not entail any additional payment by the purchaser
 - 4) The written advice to any change shall be issued by the Purchaser to the Bidder up to 4(four) weeks prior to the due date of commencement of services.
 - 5) In case of increase in Quantities/ Licenses / Specifications or Service requirements or incase of additional requirement, the Bidder agrees to carry out / provision for such additional requirement at the rate and terms and conditions as provided in the Contract or as mutually agreed to by both the parties except for the appropriate extension of time to be allowed for delivery/installation of such extra goods/equipment or for commencement of such services. In case of decrease in Quantities or Specifications of goods/equipment or Service requirements, the Bidder shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.
 - 6) In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The Bidder shall not be entitled to any claim by way of change of price, damages, losses, etc. The Bidder shall be compensated at actual for any cancellation charges provided the claim is duly supported by

documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/cancelling Scope of work

6.8.9.1 Conditions for Change Order

- 1) The change order will be initiated only in case (i) the Purchaser directs in writing the Bidder to incorporate changes to the goods or design requirements already covered in the Contract. (ii) the Purchaser directs in writing to the Bidder to include any addition to the scope of work or services covered under this Contract or delete any part thereof, (iii) Bidder requests to delete any part of the work which will not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser.
- 2) Any change order comprising an alteration which involves change in the cost of the goods and/or services (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.
- 3) If the Contract provides applicable rates for the valuation of the variation in question the Contract Value shall subject to Clause (d) of this section be increased or decreased in accordance with those rates.
- 4) If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate, or the said rates are not precisely applicable to the variation in question, then the parties shall negotiate a revision of the Contract Value which shall represent the change in cost of the goods and/or works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing. In case of any change request entailing additional payment, the additional payment must be agreed upon and must be preapproved by purchaser before Service Provider executes the same.
- 5) If there is a difference of opinion between the Bidder and Purchaser's Representative on whether an item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause (k) of Section 6.8.9.2.

6.8.9.2 Procedures for Change Order

- 1) Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Bidder would verbally discuss the matter with Purchaser's Representative.
- 2) In case such requirement arises from the side of the Bidder, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof.
- 3) In either of the two cases as explained in Clause (a) and Clause (b) of this section, the representatives of both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.

- 4) If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the Bidder and Purchaser to confirm a "Change Order" and basic ideas of necessary agreed arrangement.
- 5) Bidder will study the revised requirement in accordance with the joint memorandum under Clause (d) of this section and assess subsequent schedule and cost effect, if any.
- 6) Upon completion of the study referred to above under Clause (e) of this section, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether Bidder should proceed with the change order or not in the best interest of the works.
- 7) The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.
- 8) The time impact applicable to the Contract shall be mutually agreed, subsequently, based on the detailed calculations supported with all relevant back up documents.
- 9) In case Bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the Bidder.
- 10) If Purchaser accepts the implementation of the change order under Clause (f) of this section in writing, which would be considered as change order, then Bidder shall commence to proceed with the enforcement of the change order pending final agreement between the parties about adjustment of the Contract Value and the Schedule.
- 11) In case, mutual agreement under Clause (4) of this section, i.e. whether new requirement constitutes the change order or not, is not reached, then Bidder in the interest of the works, shall take up the enforcement of the change order, if advised in writing to do so by Purchaser's Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.
- 12) The Bidder shall submit necessary back up documents for the change order showing the break-up of the various elements constituting the change order for the Purchaser's review. If no agreement is reached between the Purchaser and Bidder within 60 days after Purchaser's instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration

6.8.9.3 Conditions for revised work / change order

The provisions of the Contract shall apply to revised work / change order as if the revised work / Change order has been included in the original Scope of work. However, the Contract Value shall increase / decrease, and the schedule shall be adjusted because of the revised work / Change orders as may be mutually agreed in terms of provisions set forth in Section

6.8.9.2. The Bidder's obligations with respect to such revised work / change order shall remain in accordance with the Contract.

6.8.10 Suspension of Work

- 1) The Bidder shall, if ordered in writing by Purchaser's Representative, suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Bidder and lasts for a period of more than 2 months, the Bidder shall have the option to request Purchaser to terminate the Contract with mutual consent.
- 2) In the event that Purchaser suspends the progress of work for any reason not attributable to the Bidder for a period in excess of 30 days in aggregate, rendering the Bidder to extend his performance guarantee then Purchaser 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 international banking procedures subject to the Bidder producing the requisite evidence from the bank concerned.
- 3) If the Bidder is not able to comply with the contractual obligations, the EMD/Bank Guarantee for Contract Performance will be forfeited in full. Besides legal action shall be taken separately.

6.8.11 Liquidated Damages Calculation Process

Any unjustified and unacceptable delay beyond the delivery, installation and commissioning schedule as per contract will render the Bidder liable for liquidated damages of 0.5 % per week subject to a limit of 10% of the total contract value.

6.8.12 Payment Process

- 1) Purchaser shall make payments only to the Bidder at the times and in the manner set out in the Payment schedule as specified later in this RFP in Section 10 subject always to the fulfilment by the Bidder of the obligations herein. Purchaser will make all efforts to make payments to the Bidder within 30 days of receipt of invoice(s) and all necessary supporting documents.

- 2) Purchaser shall make all payments under this Contract, as set out in the Payment clause to the Bidder only and shall not be liable to make any payments or for any other related obligation under this contract to any other party including but not limited to the Bidder's sub- contractors or any other member of Bidder's Team or any third party engaged by the Bidder in any way connected with the discharge of the Bidder's obligation under the Contract and in any manner whatsoever. The Bidder shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.
- 3) All payments agreed to be made by Purchaser to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.
- 4) Payment shall be paid at the times and in the manner set out in the Payment schedule as specified under Section 10: Payment Schedule, against value of contract. GST shall be charged on actuals as per the applicable rates. Works contract taxes, if any applicable, shall be reimbursed against actual and against submission of payment proofs.
- 5) In case of change in taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value. No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been approved by the Purchaser as per mutually agreed rates in writing in accordance with Clause on Change order.
- 6) In the event of Purchaser noticing at any point of time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Purchaser, the Purchaser shall, after notifying the Authorised Representative of the Bidder in writing and without prejudice to its rights, deduct such amount from any payment due to the Bidder or recover such amounts by other means. The details of such recovery, if any, will be intimated to the Bidder within a stipulated time frame as agreed to by both the parties.
- 7) In the event of the Bidder noticing at any point of time that there has been short payment by the Purchaser on any invoice, the Bidder shall bring it to the record of the Authorised Representative of the Purchaser. The amount due to the Bidder will be released through a fresh invoice or as mutually agreed to by both the parties.

6.8.13 Deductions

All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by Purchaser from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the Bidder on chargeable basis.

6.8.14 Duties, Taxes and Statutory levies

- 1) The Bidder shall bear all personnel taxes levied or imposed on its personnel, sub- contractor(s), consultants, or any other member of Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.
- 2) Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax 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 Purchaser for work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
- 3) If there is any increase / reduction in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.
- 4) The Bidder shall be solely responsible for the payment /fulfilment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and the Purchaser shall not bear responsibility for the same. Bidder shall indemnify Purchaser against all liabilities or claims arising out of this Contract for such taxes including interest and Liquidated Damages any such Tax Authority may assess or levy against the Purchaser/Bidder.
- 5) The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

6.8.15 Protection and Limitations

The warranty period for the systems shall be considered from the date of completion of supply of products, its successful installation/commissioning and acceptance by Purchaser, including free spare parts, kits etc. Failure to provide satisfactory warranty service/support shall attract penalties.

6.8.16 Representation and Warranties

- 1) To induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a) That the selected Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Purchaser under this contract
- b) That the Bidder is not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.
- c) That the representations and warranties made by the Bidder in its Bid, Tender and Contract are and shall continue to remain true and correct throughout the term of this Contract and Bidder shall fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
- d) That the Bidder and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the Tender and this Contract.
- e) That the Bidder 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 Contract are duly maintained and suitably updated, upgraded, replaced.
- f) That the Bidder /Bidder's Team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- g) That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
- h) That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
- i) That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- j) That all conditions precedent under the Contract have been satisfied.
- k) That neither the execution and delivery by the Bidder /Bidder's Team of the Contract nor the Bidder's /Bidder Team's compliance with or performance of the terms and

provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.

- l) That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- m) That the Bidder confirms that there has not been and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.
- n) That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, 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.
- o) That the Bidder 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 performance of the project under this contract and regarding the same the Bidder does not, so far as the Bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Bidder is aware, none of the Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations for the performance of this contract are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract 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 the Purchaser indemnified in relation thereto. The remedy for any breach of this Clause shall be the indemnity set forth in Clause (c) of Section 6.8.4 for Intellectual Property Rights.
- p) That the Bidder agrees to incorporate, within the contract value, all hardware configuration, software changes, upgrades and patches to the system, announced by

him 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 during the contract period.

- q) That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied hardware and software to meet the requirements of the applications.
- 2) For the specified SLAs, the Bidder should additionally warrant the following conditions:
- a) The Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLA and to provide the Services;
 - b) The SLA has been executed by a duly authorized representative of the Bidder;
 - c) The Bidder is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence in compliance with the applicable laws;
 - d) The Services will be provided and rendered by appropriately qualified, trained and experienced personnel;
 - e) Bidder has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services;
 - f) The Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;
 - g) Bidder will use its reasonable endeavours to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services, are updated, new, operational and functional; and
 - h) If Bidder uses, in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass-through third-party manufacturer's warranties relating to those components, equipment, software and hardware to Purchaser to the extent possible. In the event that such warranties cannot be enforced by the Purchaser, the Bidder will enforce such warranties on behalf of the Purchaser and pass on to the Purchaser, the benefit of any other remedy received in relation to such warranties.

6.8.16.1 Warranties regarding project assets

- 1) A comprehensive warranty applicable on software supplied under this contract shall be provided by the respective OEM for the period of contract from the date of acceptance of respective system by the Purchaser.

- 2) Technical Support for Software applications shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.
- 3) The Purchaser shall promptly notify the Bidder in writing of any claims arising under this warranty.
- 4) Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or remedy the defects or parts thereof, without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.
- 5) If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.
- 6) Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable
- 7) If any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under the Agreement
- 8) Notwithstanding what has been stated elsewhere in this RFP and the Appendices attached herein, in the event the Service Provider is unable to meet the obligations pursuant to the implementation of the Projects and/or provide the Operations and Maintenance Services and any related scope of work as stated in this RFP and the Appendices attached herein, Purchaser will, inter alia, have the option to invoke the Performance Bank Guarantee after serving a written notice fifteen days in advance on the Service Provider. Such right of the Purchaser shall be without prejudice to any other rights or remedies available under law or agreement.

6.8.17 Limitation of Liability

- 1) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- 2) Except in the case of Gross Negligence or Wilful Misconduct on the part of the Bidder/Bidder's Team or on the part of any person or firm acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Bidder

may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.

- a) For the purposes of the Clause (b) of this section, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.
 - b) "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.
- 3) This limitation of liability slated in Section 6.8.18, shall not affect the Bidder liability, if any, for direct damage by Bidder/Bidder's Team to a Third Party's real property, tangible personal property or bodily injury or death caused by the Bidder/Bidder's Team or any person or firm/company acting on behalf of the Bidder in executing the work or in carrying out the Services."

6.8.18 Data protection and use

- 1) During providing the Services the Bidder may be compiling, processing and storing proprietary Project Data relating to the Purchaser.
- 2) The Bidder and Purchaser are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.
- 3) As a processor of Project Data, the Bidder will process Project Data in accordance with the terms of this Tender.
- 4) The Bidder shall not transfer any Project Data to any person or organization unless otherwise authorized by the Purchaser in this regard.
- 5) Upon reasonable written request from a Party, the other Party will provide the requesting Party with such information that it has regarding the Project, its Data and its processing which is necessary to enable the requesting party to comply with its obligations under the applicable data protection law or regulation.

6.8.19 Audit, access and reporting

- 1) Bidder shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, at no extra cost, progress reports with reference to all related work, milestones and their progress during the implementation phase on a fortnightly basis.
- 2) Post completion of each Phase, the Bidder shall submit to the Purchaser, MIS reports as an ongoing basis.

- 3) Bidder should ensure MIS reporting as per defined service levels in Appendix IV: Service Level Agreements of the RFP. The selected bidder shall establish and maintain a web-based project tracking system wherein all the project tasks / activities are tracked against the baseline plan in a prompt manner – so that any of the project stakeholders can monitor the project progress without having to request / wait for periodic project status reports. To meet this requirement, the project members from the Bidder's team must all diligently update the status in this tool at least on a daily basis. This shall be operated throughout the project duration to ensure coverage of the operational activities
- 4) Formats for all abovementioned reports and their dissemination mechanism shall be discussed and finalized at the Kick-Off meeting. The Purchaser on agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- 5) Periodic meetings shall be held between the representatives of the Purchaser and the Bidder once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, once in every 30 days to discuss the performance of the contract.
- 6) Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- 7) A Core Committee involving representative of the Purchaser, Purchaser and senior officials of the Bidder shall be formed for this contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the project.
- 8) All the services and manpower to be provided / deployed by the Bidder under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract.
- 9) The Purchaser reserves the right to inspect and monitor/assess the progress/performance of the work / services at any time during the Contract. The Purchaser may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/performance of the work / service.
- 10) At any time during the course of the Contract, the Purchaser 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 Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.
- 11) Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by

the stipulated time, or is in deviation to Tender requirements/ standards, the Purchaser's representative shall so notify the Bidder in writing.

- 12) The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's representative that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser's representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- 13) The submission seeking approval by the Purchaser or Purchaser's representative of such programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.
- 14) In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Bidder shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder within the contract value.

6.8.20 Bidder's obligation

All the software licenses that the Bidder proposes should be perpetual software licences i.e. one-time licences cost and should cover all future updates & Support. The software licences shall not be restricted based on location, number of users and the purchasers should have the flexibility to use the software licences for other requirements if required. Any email solution or software as a service solution should be provided for the entire contract period.

- 1) The Bidder's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and changes thereof to meet the Purchaser's objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and the Contract.
- 2) Security and safety of data will be responsibility of the selected bidder and after completion of the project complete data for all the application software will be handed over to department and department reserves the right to validate the data and selected bidder will provide necessary assistance. However, the physical security of infrastructure will be the responsibility of the Purchaser.
- 3) Purchaser reserves the right to interview the personnel proposed that will be deployed as part of the project team. If found unsuitable, the Purchaser may reject the deployment of the personnel.

- 4) Purchaser reserves the right to require changes in personnel which shall be communicated to the Bidder. Bidder with the prior approval of the Purchaser may make additions to the project team. Bidder shall provide the Purchaser with the resume of Key Personnel and provide such other information as the Purchaser may reasonably require. The Purchaser also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, Bidder shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
- 5) In case of change in its team members, Bidder shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.
- 6) The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
- 7) The Bidder shall ensure that all the personnel identified for this project have high level of integrity. Bidder shall undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. In addition, the Bidder would also get the background verification checks carried out for the personnel deployed, & will submit an undertaking verifying the same, as and when demanded by the Purchaser. Purchaser reserves the right to carry out background verification beyond the undertaking submitted by Service Provider.
- 8) The Bidder shall provide its team at the Purchaser's office location, requisite equipment & tools etc. that may be required by it during the contract period for performance of Services under this contract, at no extra cost to the Purchaser, as per the SLAs defined in the RFP
- 9) The Bidder shall be fully responsible for deployment / installation / development and integration of all the software components and resolve any problems / issues that may arise due to integration of components.
- 10) The Bidder shall ensure that the COTS OEMs supply the software applications and shall support the Bidder in the installation / deployment, integration, roll-out and maintenance of these applications during the entire period of contract.
- 11) All the software licenses that the Bidder proposes should be perpetual software licenses ie. One-time license cost and should cover all future updates & support. The software licenses shall not be restricted based on location, number of users and the Purchaser should have

the flexibility to use the software licenses for other requirements if required. Any email solution or software as a service solution should be provided for the entire contract period. The Bidder shall ensure that he conducts the preventive maintenance on a monthly basis and break-fix maintenance in accordance with the best practices followed in the industry.

- 12) The Bidder shall ensure that the documentation and training services associated with the components shall be provided by the OEMs without any additional cost to the Purchaser.
- 13) The Bidder's Representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. The Bidder's Representative(s) shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Purchaser's representative in the manner required by them for supervision/inspection/observation of the equipment/goods/material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Bidders/Vendors of the Purchaser working at the Purchaser's office location.
- 14) The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- 15) The Bidder shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all its Personnel and agents, comply with the Applicable Laws.

6.8.20.1 Project Charter

- 1) Within 2 weeks of Effective date of the Contract, the Bidder shall submit to the Purchaser for its approval a detailed Project Charter with details of the programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated under Scope of Work of this Tender whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The Charter so submitted by the Bidder shall conform to the requirements and timelines specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. The Project Charter shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract.

- 2) If the Bidder's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising on account of failure of the Bidder to bring its work plans to the notice of the Purchaser shall be to his account.

6.8.20.2 Bidder's Organization

- 1) The Bidder should provision for minimum manpower resources required for execution of work and provision of services under this contract.
- 2) The Bidder should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed. If the same is however unavoidable, Bidder shall promptly inform the Purchaser in writing, and the same shall require subsequent approval by the Purchaser.
- 3) In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.
- 4) All manpower resources deployed by the Bidder for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available as agreed upon for the entire reporting time period at the Purchaser's office location.
- 5) The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.
- 6) The Purchaser's Representative may at any time object to and require the Bidder to remove forthwith from the Purchaser's office any authorized representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Purchaser's Representative the person in question has mis-conducted or his / her deployment is otherwise considered undesirable by the Purchaser's Representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.
- 7) The Purchaser's Representative may at any time object to and request the Bidder to remove from the Purchaser's office any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder 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 Bidder to

remove that person from deployment on the work, which the Bidder 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 Purchaser's Representative.

- 8) The Purchaser's Representative shall state to the Bidder in writing his reasons for any request or requirement pursuant to this Clause.
- 9) The Bidder shall promptly replace every person removed, pursuant to this section, with a competent substitute, and at no extra cost to the Purchaser.

6.8.20.3 Adherence to safety procedures, rules regulations and restriction

- 1) Bidder's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws.
- 2) The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Bidder's Team shall adhere to all security requirement/regulations as per the law and as per the regulations/guidelines issued by the relevant authorities/agencies apart from any specific requirement of the Purchaser during the execution of the work. The list of additional security requirements/regulations would be shared with the selected Bidder.
- 3) The Bidder 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.

6.8.20.4 Statutory Requirements

During the tenure of this Contract nothing shall be done by the Bidder or his team in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

6.8.20.5 Bidder's obligation - OEM

- 1) The Bidder must pass on the standard OEMs' warranty which comes bundled with the purchased software wherever it is superior to the warranty specified in this tender document.
- 2) Bidder has to provide documentary evidence for back-to-back support agreement with the respective OEMs.
- 3) The Bidder undertakes to ensure the maintenance of the acceptance criteria /standards in respect of the systems.

6.8.21 Purchaser's Obligation

- 1) Purchaser or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
- 2) Purchaser shall ensure that timely approval is provided to the Bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
- 3) The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- 4) Purchaser may provide on Bidder's request, particulars/information/ or documentation that may be required by the Bidder for proper planning and execution of work and for providing services covered under this contract and for which the Bidder may have to coordinate with respective vendors.
- 5) Purchaser shall provide to the Bidder only seating space, for up to 5 people, at the Purchaser's office location. Persons deputed by the Bidder must observe the norms & code of conduct of the Purchaser's organisation.

6.8.22 Indemnity

- 1) The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - a) any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party associated with Bidder in connection with or incidental to this Contract; or
 - b) Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, Bidder's Team or any third party.
 - c) Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.
- 2) The Bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

6.8.23 Termination

Purchaser reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by Purchaser under the following circumstances:

- 1) The selected Bidder commits a breach of any of the terms and conditions of the bid.
- 2) The Bidder goes into liquidation, voluntarily or otherwise.
- 3) If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Purchaser reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- 4) If deductions because of penalties & liquidated damages exceeds more than 10% of the total contract price.
- 5) In case the selected Bidder fails to deliver the quantity/service as stipulated in the delivery schedule, Purchaser reserves the right to procure the same or similar product/service from alternate sources at the risk, cost and responsibility of the selected Bidder.
- 6) After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, Purchaser reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which Purchaser may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- 7) Purchaser reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.
- 8) The Bidder acknowledges that he has fully acquainted himself with all conditions and circumstances under which he must complete the Project with all the terms, clauses, conditions, specifications and other details of this contract.
- 9) In the event of termination of the Contract due to any cause whatsoever, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.
- 10) Nothing herein shall restrict the right of Purchaser to invoke the Purchaser Guarantee and other guarantees and pursue such other rights and/or remedies that may be available to Purchaser under law or otherwise.
- 11) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.8.24 Liquidated Damages

- 1) Notwithstanding Purchaser's right to cancel the order, liquidated damages for non-conformance to the SLAs mentioned in Appendix IV of this RFP document will be charged @0.5% per week, subject to a maximum of 10% of the total value of the Contract.

- 2) Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the Bidder.

6.8.25 Force Majeure

- 1) For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire , explosion, storm, flood or other adverse conditions, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 2) Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- 3) The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- 4) In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

6.8.26 Definition for default

- 1) The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Bidder. The events of default as mentioned above may include inter-alia the following:

- a) the Bidder/ Bidder's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
 - b) the Bidder/ Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Bidder has fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of the Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser;
 - c) the Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Bidder/ Bidder's Team to comply with any stipulations or standards as laid down by the Purchaser; or
 - d) the Bidder/ Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract
 - e) the Bidder/ Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
 - f) 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 Bidder.
 - g) The Bidder/Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- 2) Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
 - 3) Where despite the issuance of a default notice to the Bidder by the Purchaser the Bidder fails to remedy the default to the satisfaction of the Bidder, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser as per clause 6.8.25.

6.8.27 Consequences of default

Where an Event of Default subsists or remains uncured the Purchaser 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 project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by Purchaser and Bidder or through a third party acceptable to both parties. The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
- 2) Suspend all payments to the Bidder under the Contract by a written notice of suspension to the Bidder, provided that such notice of suspension:
 - a) shall specify the nature of the failure; and
 - b) shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder
- 3) Terminate the Contract in part or in full
- 4) Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- 5) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

6.8.28 Dispute Resolution (ARBITRATION CLAUSE)

- 1) In case of any dispute arising between the parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In any case the either party will give notice in writing to the other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be recalled exclusively by arbitration. In such case the matter will be referred to the sole arbitrator appointed by Director General, National Testing Agency, for adjudication. Arbitration shall be held in Delhi and conducted in accordance with the provision of Arbitration and conciliation Act, 1996.
- 2) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

- 3) The Venue of the arbitration proceeding shall be the office of NTA, Noida/ Delhi or such other places as the arbitrator may decide.
- 4) The Contract shall be interpreted in accordance with the laws of the union of India & will be under the jurisdiction of court in Delhi.
- 5) The Proceedings of Arbitration shall be in English language.
- 6) It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- 7) Not With Standing the fact that settlement of dispute(s) (if any) under arbitration may be pending , the parties here to shall continue to be governed by and perform the work in accordance with the provisions under this contract.
- 8) It is a term of contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

6.8.28.1 Conditions precedent for Project Implementation Phase

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Implementation Phase shall be effective only upon fulfilment of all conditions precedent which are set in the RFP. However, Purchaser may at any time at its sole discretion waive fully or partially any of the aforesaid conditions precedent for the Bidder. The following conditions precedent needs to be fulfilled by the Bidder:

- 1) Performance Bank Guarantee (PBG) as specified in Appendix III: Form 1 for Contract Performance to be submitted to Purchaser
- 2) Provide certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of Form of Agreement, General Conditions of Contract, Scope of Work and SLA

6.8.28.2 Conditions precedent for Project Operations-Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Operations shall be effective only upon fulfilment of all conditions precedent which are set in Section 6.8.28.1. However, Purchaser may at any time at its sole discretion waive fully or partially any of the aforesaid conditions precedent for the Service Provider. The following conditions precedent needs to be fulfilled by the Bidder.

- 1) Bespoke software is designed, developed, tested, audited and certified before "Go-Live" date in accordance with respective provisions of the RFP
- 2) The ownership of assets (bespoke software and System Software licenses) obtained in favour of Purchaser is passed on to Purchaser-Representative within a period of 15 days from the date of certification of such assets by the third party appointed by Purchaser and the project is declared Go-Live by Purchaser;

- 3) The bespoke software post go-live should have run successfully for a period of 90 days, to the satisfaction of Purchaser and the Bidder shall have been granted requisite certification thereafter as per the Agreement;
- 4) Bidder has to get the bespoke software/Product Customization audited and cleared by a CERT-IN empaneled third party security audit agency as selected by Purchaser before Go-Live date
- 5) Any relevant provisions set out in the Exit Management Schedule as per Clause 6.8.32 hereof are complied with and formalities contained therein fulfilled to the reasonable satisfaction of Purchaser.

6.8.28.3 Non-fulfilment of Conditions precedent for the Project Implementation Phase

- 1) In the event that any of the condition's precedent for the project implementation phase has not been fulfilled within 30 days of the effective date and the same has not been waived by Purchaser fully or partially, the Contract stands terminated as on that date, at the sole discretion of Purchaser
- 2) Notwithstanding anything contained to the contrary, in the event of termination of possession shall immediately revert to Purchaser, free and clear from any encumbrances or claims;
- 3) Instead of terminating the contract, Purchaser may extend the time for fulfilling the conditions precedent and the milestones set out in the RFP. It is clarified that any extension of time shall be subject to imposition of Liquidated Damages (as defined in the Contract) on the Bidder linked to the delay in achieving the milestones as specified in Appendix IV: Service Level Agreement

6.8.29 Approvals and required consents

- 1) The Parties will cooperate reasonably to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the Bidder to undertake implementation of the project and provide the Services. The costs of all such approvals shall be borne by the Bidder.
- 2) Both Parties will give each other all co-operation and information reasonably required to meet their respective obligations under the Agreement.
- 3) Purchaser shall assist Bidder in obtaining the approvals. In the event that any approval is not obtained, the Bidder and Purchaser will co-operate with each other in achieving a reasonable alternative arrangement as soon as it is reasonably practicable for Purchaser, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such approval is obtained. The Bidder shall be relieved of its obligations to provide the Services and to achieve the Service Levels until the approvals are obtained if and to the extent that the Bidder's obligations

are dependent upon such approvals provided the delay in such approval is caused for reasons not attributable to the Bidder.

6.8.30 Exit Management

6.8.30.1 Exit Management Purpose

- 1) This schedule sets out the provisions, which will apply on expiry and termination of the contract, the Project Implementation, Operation and service level
- 2) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 3) The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule
- 4) In the event of exit management/termination due to fault of Service provider then NTA shall pay the cost of licenses applicable (as per Section 8.8.32.5) at the time of termination/exit.

6.8.30.2 Cooperation and provision of information

- 1) The bidder will allow the Purchaser or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Purchaser to assess the existing services being delivered;
- 2) Promptly on reasonable request by the Purchaser, the bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services. The Purchaser shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data.

6.8.30.3 Confidential Information and Security Data

- 1) The bidder will promptly on the commencement of the exit management period supply to the Purchaser or its nominated agency the following:
 - a) information relating to the current services rendered and performance data;
 - b) documentation relating to Computerization Project's Intellectual Property Rights;
 - c) documentation relating Original equipment manufacturer (OEM's);
 - d) all current and updated data as is reasonably required for purposes of Purchaser or its nominated agencies transitioning the services to its Replacement bidder in a readily available format nominated by the Purchaser, its nominated agency;

- e) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Purchaser or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its Replacement bidder (as the case may be).
- 2) Before the expiry of the exit management period, the bidder shall deliver to the Purchaser or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.
- 3) Before the expiry of the exit management period, unless otherwise provided under the contract, the Purchaser or its nominated agency shall deliver to the bidder all forms of bidder confidential information, which is in the possession or control of Purchaser.

6.8.30.4 Employees

- 1) Promptly on reasonable request at any time during the exit management period, the bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser or its nominated agency a list of all employees (with job titles) of the bidder dedicated to providing the services at the commencement of the exit management period.
- 2) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the bidder to the Purchaser or its nominated agency, or a Replacement bidder ("Transfer Regulation") applies to any or all of the employees of the bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- 3) To the extent that any Transfer Regulation does not apply to any employee of the bidder, Purchaser, or its Replacement bidder may make an offer of employment or contract for services to such employee of the bidder and the bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the purchaser or any Replacement bidder.

6.8.30.5 Transfer of Certain Agreements

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

The license will be in the name of NTA. This will include the exit process regarding the license on pro-rata basis. NTA will pay to Solution Provider as under--if it changes the agency during the currency of the contract.

If Project is of 5 Years

Year	Percentage of License Cost
Start of Project TILL 1 year	100%
After 1 st Year	90%
After 2 nd Year	80%
After 3 rd Year	60%
After 4 th Year	50%
During 5 th Year	10%
After 5 years	Nil

6.8.31 Applicable Law

- 1) The Bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 2) All disputes in this connection shall be settled in Delhi jurisdiction only.
- 3) Purchaser reserves the right to cancel this tender or modify the requirement.
- 4) Purchaser also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- 5) Purchaser in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- 6) The Bidder should provide all manuals and documentation related to all systems and processes.

6.8.32 Acceptance Testing and Certification

NTA shall give the scope acceptance within 15 days of SRS submission. Solution provider shall develop, customize the software and deploy the same for NTA's acceptance, based on the submitted SRS. UAT shall be given by NTA for each module by using sample data. Final acceptance will be given as soon as CERT-IN/STQC certification is obtained. The CERT- IN/STQC certification fee shall be paid by NTA.

7 Scope of Work

7.1 Broad Scope of Work

NTA invites online Request for Proposals (RFP) from eligible, qualified and experienced organizations for Selection of Service Provider for Web based Enterprise Resource Planning (ERP), Disaster Recovery and Cloud Hosting on Managed Service Model as detailed out in the Scope of Work under this RFP document.

The key objectives of this initiative are:

- 1) National Testing Agency seeks to implement a complete web-based Enterprise Resource Planning (ERP), DR & Cloud Solution including unified examination monitoring management.
- 2) ERP will be operational across all locations and functional areas for seamless exchange of information within the organization. NTA's vision is to ensure transparent, easy, efficient and accurate availability of information and facilitation of all transactions.
- 3) The (ERP) Enterprise Resource Planning shall be a Web Based ERP System. It aims for the Automation of overall activities of NTA by providing the Administrative control mechanism and Decision support system for NTA officials.
- 4) ERP should be hosted on the Cloud and Disaster Recovery (DR) site should also be prepared on cloud at a different geographical location. Useable copy of ERP application software and database should be maintained at NTA premises.
- 5) The project is on BOO (Bill Operate Own) model. The project is divided in two phases. The Delivery of Phase-1 and Phase-2 shall consist of the following modules—
 - Phase-1—Online Application Processing module, Financial Accounting module, Fees Reconciliation module, Examination Centre Empanelment, Tracking & Assessment Support link for online application support for applicants.
 - Phase-2 shall consist of all other pending modules as per scope defined herein.
- 6) The Scope of Work for the Solution Provider, with reference to the customization/deployment of Web based ERP/ Complete ERP for NTA broadly consists of the following components/modules:
 - a) Online Application Processing
 - b) Unified Examination Monitoring System
 - c) Examination Centre Empanelment, Tracking & Assessment
 - d) Automation of Back-Office & Administrative Processes
 - e) Project Wise Human Resource Management,
 - f) Training and Capacity Building
 - g) Business Intelligence (BI)& Analytics
 - h) Call centre establishment & Help desk service
 - i) Infrastructure & Cloud Services

7.2 Objective of the Project

The (ERP) Enterprise Resource Planning shall be a web-based ERP System. It aims for the Automation of overall activities of NTA by providing the administrative control mechanism and Decision support system for NTA officials. Both ERP solution & DR site should be hosted on Cloud at different seismic geographical locations with one working instance of software application and database at the NTA premises.

The project is on MSM model and the objectives of the project are:

- 1) To ease examination monitoring system
- 2) To provide online facilities for the employees of NTA at their own places aiming to achieve the zero-error transaction scenario.
- 3) To improve transparency and accountability in the overall system.
- 4) The service provider shall also perform as IT wing of NTA and provide necessary resources for time to time for training, handholding, on premise support for contract period.

7.3 General Requirements

7.3.1 Import/Export Data

- 1) Upload data from all the existing local records held by NTA.
- 2) Facilitate Import from/Interface with the third-party applications in NTA and extract data in various formats.
- 3) Import and Export to the archived files.
- 4) Produce reports on all areas of data that can be exported to MS Excel/PDF/.CSV.

7.3.2 Target users

- 1) Administrative offices (centralized operations and backend support)
- 2) Departmental administration (distributed operations and support)
- 3) End-users (students, staff, experts, centre heads)
- 4) Management (informational and analytical)

7.3.3 Archiving

- 1) Provide a Data Archival utility on a Cloud Model as a part of the standard offering.
- 2) Facilitate the query and reporting on archived data.
- 3) Data centre services (design, develop, implement, maintain)

7.3.4 Audit Trail

- 1) Record changes in data in every field with user ID and time stamp, with ability to record reasons in some cases.
- 2) Enable which fields or tables are to be audited through a delivered tool.

7.3.5 Access and authorization

- 1) Only authorized users should have access to the system.
- 2) As such, the system should therefore have the ability for the specification of who will have access to which functions.
- 3) Where appropriate, further discrimination at the data level (e.g. Respective departments may only have access/update to data related to their own departments) is required. The proposed system(s) must support a comprehensive access and authorization mechanism, including

- a) Single sign-on for all system components
- b) Support for a central authentication scheme
- c) Ability to define multiple level authority, comprehensive set of user roles and permission lists, and flexible segmentation of data
- d) Ability to manage access to authorized functions based on the roles represented in the account
- e) Ability to manage access to different segments of data depending on the role
- f) Ability to assign ownership at departmental level.
- g) Admin access.

7.3.6 Single and minimal data entry

- 1) Data should be entered and validated at source only once and be used throughout the system(s).
- 2) There should be provisions to facilitate and minimize data input (e.g. use of intelligent default values, inheritance from previous entries, etc.) facility to strictly avoid any duplication of data.
- 3) Search/match facility required that can help restrict the entry of duplicate data by providing interactive alert messages.
- 4) SMS, notification and warning messages.

7.3.7 Organization Structure

- 1) The proposed product needs to be able to model both our existing internal organizational structures and be flexible enough in this regard to cope with future organizational changes.
- 2) Develop and maintain complex organizational structure of NTA including Observers, experts, Exam heads, centre heads, Departments/Centers, Financial units, administrative units, staff and students and their inter relation links.
- 3) Maintain sophisticated organizational unit's functionality enabling user definition of terminology (e.g. Faculty; Departments, Centers, Units, Sections etc.).
- 4) Maintain locations within Organizational units.

7.3.8 Management Information

- 1) To support resource allocation and decision-making at NTA it is mandatory that robust and user-friendly facilities be available with the system(s) using a web-based environment.
- 2) Pre-packaged analytic functions that provide interactive dashboards for User.
- 3) Integrate well with source data.
- 4) Support easy reporting (Graphical presentations, charts, comparisons etc.) with export facility to desktop suites like EXCEL, WORD, Open Office etc.
- 5) All device friendly with format compatible with Mobile, All Laptops, desktop and any other systems is essential.
- 6) Online and offline availability of software.
- 7) Real time data access.

7.3.9 Interfacing provisions / Interoperability with other key systems

- 1) Ability to interface with external systems, either through import/export facilities. Example data from financial software Tally.
- 2) Support for bar-coded, bio-metric, Internet Banking and/or smart card based inputs.

7.3.10 Customizability/Configurability

- 1) Flexible customization/configuration capabilities
- 2) Ability to extend/change existing pages without much impact on the application
- 3) Ability to add/modify the existing workflows
- 4) Easy and quick Search.

7.3.11 Service Provider to perform as IT wing

- 1) Providing necessary resources for time to time training, handholding, on premise support during the contract period

7.4 ERP Modules

PHASE-1

1) Online Application Processing

Manages all processes prior to the examinations, such as online submission of examination forms, generating hall ticket, room allocation, create an examination schedule and register Examination Centers.

- Creation and Management of an Online Portal for receiving online applications
- Data integration and Setting up, Hosting and Maintaining the Portal
- Examination Provisioning
 - User Management
 - Schedule Management
 - Application Forms Design
 - Process Flow Management
 - Payment Gateway Integration/Configuration
 - Application Submission
 - Documents upload
 - On-line Payment
- Data Correction and Verification
 - Application form Correction
 - Image Verification
- E-Admit Card
 - Roll Number Generation
 - Centre Allocation
 - Admit Card Issuance

- 2) Financial Accounting: The Financial Accounting should take care of all financial issues of NTA including incomes, expenses, revenue generation, cash and bank related transactions
- 3) Fees reconciliation: In this module an MIS to be generated for the total amount of fees collected against the particular Online application. Fees reconciliation to be done where in the fees received should match the number of applications received after considering the duplicate and refunds made for that particular online application.
- 4) Help desk link/support: A link to be made available to all applicants for all their queries related to application filling, payment issues and FAQ through Chat BOT.

PHASE-2

- 1) Examination Centre Empanelment, Tracking & Assessment
 - a) Online Exam Centre Registration
 - b) Facility to submit self-assessment online
 - c) Empanelment fee payment online through Payment-Gateway
 - d) Payment Verification
 - e) NTA committee and Evaluation Team Management
 - f) Workflow based approval
 - g) Visit Record Management
 - h) Recommendation report preparation on the basis of empanelmentParameters
 - i) Compliance tracking & periodic audit of Exam Centers
 - j) Notifications & Alerts Management

- 2) Examination Monitoring
 - a. Pre-Examination Activities
 - i. Examiner Database
 - ii. Question Bank Management
 - iii. Examiner Roles & Responsibilities allocation
 - iv. Examiner Payment configurations
 - v. Reminders to examiners for various activities
 - vi. Examiner Payment management
 - vii. Vigilance Management
 - viii. Exam centre verification with geo-tags
 - ix. Exam registration form templates, data types uniformity for vendors
 - b. Examination Monitoring
 - i. Unified Examination related data collection template preparation
 - ii. Access to registration status
 - iii. Response during the examination, audit trail, Student biometric data collection
 - iv. Access to exam centre's status & trends real time

- v. Access to real time student activities at exam centres
- vi. Later same uniform database structure will be used for on premise analytics
- vii. Integration with Examination/CBT vendor application/database through API/Web Services for data extraction & monitoring in unified format

3) Project Wise Human Resource Management

- a. Online Job Publishing role wise
- b. Online Application form & payment
- c. Verification of candidate details by committee
- d. Shortlisting for Exam (written/interview)
- e. Score feeding by selection committee
- f. Result publishing
- g. Document verification
- h. On-boarding
- i. Training & induction
- j. Roles & responsibility management
- k. Task allocation & tracking
- l. Attendance, Leave, Salary records
- m. Performance & character record
- n. Account deactivation Separation & settlement management

4) Project Planning & Monitoring

- a. Dynamic Hierarchy of Projects & Tasks
- b. Task Management
- c. Task allocation to an employee or group of employee
- d. Daily Time Log against allocated task
- e. MIS & Reports
- f. Gantt
- g. Progress & effort Tracking

5) Administrative & Back office Modules

- a. Budgeting: In this module, NTA should be able to identify the underlying values and factors that affect the spending and identifying savings as well as the development of a spending plan.
- b. Bill Processing and Tracking System: This module should allow bills from all departments to be submitted online and presented for approval. Check the status of each bill, (approved, pending or cancelled).
- c. Stores & Purchase: This module must automate the procurement and inventory part of NTA. The application is ought to have a three level of categorization of each item so that it can be distinguished well.
- d. Assets & Estate Management: Asset management would help in maintaining records of all the assets the organization wants to monitor. It shall have details of their service schedules, maintenance records, depreciated value and schedule for replacement.

- e. Recruitment: Manage all aspects of your recruitment process. Publishing job openings, receiving online applications, screen applicants, conduct interviews, award grades and generate merit list.
- f. Establishment: Store their demographic details, educational qualifications, details related to increments, promotions, transfers and benefits of the employees in a completely secure environment.
- g. Payroll: The module takes care of the payroll process, salary generation arrears and other HR activities of the employees.
- h. GPF Management: This module maintains the records related to GPF/CPF/PF deductions from the employees' salary. It should also take care of all records related to provident fund like GPF number, nominee of an employee, annual interest calculations, loans and refunds against GPF/CPF etc.
- i. Pension Management: This module should maintain the details of all those employees who are retired from their service.
- j. Leave Management
 - i. Leave Type Details
 - ii. Leave Assignment
 - iii. Leave Transactions
 - iv. Holiday List
 - v. Leave Approval
 - vi. Leave Encashment
- k. Appraisal Management: This module should automate the varied functionalities & procedures, which are followed in the Appraisal Process (for employees who have cleared their probation) at NTA.
- l. User Management & Administration: A comprehensive user management system that should be secure, and able to set users with their logins for the system. It should be able to assign and revoke rights.
- m. Document Management System: Organizations have old and confidential records like Books, Press Clippings, Negatives & some other valuable notebooks and documents which should be digitized.
- n. Employee Training: Training modules includes Creation and management of training programs for internal employees, maintaining trainers and participants of the training program.
- o. Self Service Portal for Employees: A dedicated portal for employee should allow them to complete various tasks such as apply for leave, generate salary slips, apply for loans, and buy insurance
- p. RTI Cell Management: This module should cover the entire RTI process starting from the Online submission of application by citizen & response to such query by concerned department, online processing of requested application, Forwarding of application to appropriate department, auto escalation of application through defined escalation process

- q. Transport Fleet Management: Travel & Transport System is a web-based workshop management tool designed to keep track of all vehicles, their maintenance and activities in an organization.
 - i. Vehicle Details
 - ii. Vehicle Make/Vehicle Type
 - iii. Vehicle Driver Mapping
 - iv. Vehicle Logbook Creation
- r. Grievance Management: This module helps NTA to handle complaints in a transparent, efficient way. Accept complaints online, forward to relevant HOD/department, auto generation of complaint number makes tracking easier.
- s. Legal Cell Management: The module should greatly reduce the administrative effort that is spent in keeping track of legal matters. Get access to all information related to any legal case, lawyer and court details, case registration details, hearing schedules etc.
- t. e-Note tracking: The module should help in creation of e-note, letter, managing letter inward, entering into work-flow, ending with the closure of respective document when the decision is taken. It should create and track documents moving in an organization
- u. Letter/Correspondence Management System: Letter Tracking / Movement System must automate letters within the different departments of a NTA, thus introducing a transparency in a system where volume of files generated is very high.
- v. Physical File Tracking System: File Tracking / Movement System must automate file within the different departments of NTA, thus introducing a transparency in a system where volume of files generated is very high.
- w. Committee Cell Management: This module should automate the activities of Committee Cell. In this module, first the agenda for Committee meeting from different departments should be recorded. After that a committee should be created which involves the officials, a schedule should be prepared after committee creation about the date & time, the committee meeting will be held. This shall also cover the main agenda/ points that will be covered in this meeting.
- x. Business Intelligence and Analytics: Turning data into actionable information. Like any other organization, NTA has vast repositories of data that needs to be made sense of. Data analytics solution required to provide invaluable insights into the day to day performance.
- y. Artificial Intelligence BOTs: An artificial intelligence-oriented software program that functions for FAQ and data base queries. Intelligent BOTs need to be built for various NTA stakeholders like students & employees.

7.5 Infrastructure & Cloud Services

Bidder should ensure that the following points are adhered by the Cloud Service Provider (CSP) selected by the Bidder for providing cloud services to the Purchaser: Cloud hosting of solutions should be secure, reliable, robust etc. and must be located in India.

7.6 On-premise Services

The bidder would be responsible for sizing an optimum backup infrastructure and installing & maintaining it for the duration of the Project at NTA's premises.

The bidder should ensure that ERP Software instance should be operational from NTA in-house local Servers also and Latest hosted Software applications needs to be available in backup copy within the reach of NTA all the time.

Bidder shall supply, install and maintain the backup storage at NTA for which the hardware requirement is as under—

S.No.	Equipment	Description	Quantity
1	42U Rack	42U (800/1000mm) Server Rack with Proforated Doors, Covered Cable manager (02nos.), Fan Tray with 04 Fans, Hardware mounting Kit (02 Pkts), Fixed Tray (01no.), Earthing Kit(01 no.), 6 Socket 5/15 amp Power Distribution Unit with MCB (02 nos.)	1
2	Rack Server	Gen10 (02U) Rack mountable Server : Intel Xeon 4210 (10Core, 2.2GHz), 2 x 32GB DDR4 RAM, 1 x HPE P408i-a Controller, 1 x 96W SS battery, 2U SFF easy install rail kit, 1x CMA for rail kit, Redundant Power Supply, 3 x 1.2TB SAS 10K SFF SC DS HDD, 4 x 1G total no of Ports, 10G Network Card Supported	2
3	Storage 100 TB Raw Storage	NAS DC Storage	1
4	UTM	Firewall with 24x7 UTM Security bundle : 20 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x Mgmt port, 2 x HA ports, 14 x switch ports), 2 x Shared Media pairs (Including 2 x GE RJ45 ports, 2 x SFP slots) 480GB onboard storage. Max managed (Total / Tunnel) 64 / 32 Unified (UTM) Protection (24x7 Care plus Application Control, IPS, AV, Web Filtering and Antispam, Sandbox Cloud)	1

		<u>24SFP+ 250W Managed Switch</u>	
5	Core Switch L3 24 port with 10 Port SFP	16 fixed 1000/10000 SFP/SFP+ ports 8 port SFP+ ports min=0 \ max=24 SFP/SFP+ Transceivers 1 open stacking module slot, Includes 2 uplink modules, Includes 1 x 250W PowerSupply (Max 2)	2
6	L2 Switch POE (8 port)	8G PoE+ Switch with Lifetime warranty	2
7	KVM Switch (8 port rackmount)	8-Port PS/2-USB VGA Rack mountable KVM Switch with 8 x 1.8M USB KVM Cable with 3 in 1 SPHD	1
8	Monitor	24" Wide TFT Monitor 24" IPS WUXGA FullHD Professional	1
9	OS Licenses as per proposed ERP	Microsoft Windows Standard Server 2019 for above Server	As Applicable
10	Database software as per Proposed ERP	Server with Clustering Provision	As Applicable
11	UPS 20KVA with 2 hours backup	20KVA-18KW UPS -1 PH INPUT / 1 OUTPUT with upto 2 hours backup	1

*Civil work, Air Conditioner, Earthing and proper Electrical connection shall be provided by NTA.

*All the products supplied and installed should cover complete 5 years comprehensive warranty. For subsequent years AMC & ATS charges should be a part of charges being charged on per applicant basis. Bandwidth charges should also be included in the charges being charged on per applicant basis.

7.7 Call centre establishment & Help desk service

The bidder would be responsible for providing at least THREE-seater Help Desk Support at NTA for stakeholders who need support. The bidder shall depute staff who will be contactable via phone and mail to aid the Users and address their queries and concerns.

This assistance will be provided during the Service Hours as per the location classification and responsibility matrix, which will be covered in the Operations Manual to be provided by the bidder and duly approved by NTA. During all other hours, users can leave their message via email. The requests received one mail will be taken during the next working day. A proper escalation procedure, as mentioned in the duly approved Operational Manual, will be followed if the problem cannot be resolved. The help desk service will serve as a single point of contact for all incidents and service requests. The service will provide a Single Point of Contact (SPOC) and escalation / closure of incidents for the user departments.

- 1) Provide Help Desk facility during agreed service period window
- 2) Provide necessary channels for reporting issues to the help desk. The incident reporting channels could be the following:
 - a) Specific E-Mail account
 - b) Telephone
 - c) Online Ticket Management Tool
- 3) Implement a call logging system (IVR based) in line with the severity levels as per the SLAs.
- 4) The Help desk shall log user and assign an incident/ call ID number. Severity shall be assigned to each call as per the SLAs.
- 5) Creation of knowledge base on frequently asked questions to assist users in resolving basic issues themselves, BOTs should be integrated for this.
- 6) Track each incident / call to resolution
- 7) Provide feedback to callers
- 8) Analyze the call statistics
- 9) Creation of knowledge base on frequently asked questions to aid users.
- 10) Escalate the calls, to the appropriate levels, if necessary as per the escalation matrix agreed between the bidder and the user section. The escalation matrix shall be developed by the bidder in discussion with NTA.
- 11) Analyze the incident / call statistics and provide monthly reports including but not limited to:
 - a) Type of incidents / calls logged
 - b) Incidents / calls resolved
 - c) Incidents / calls open
 - d) Root Cause analysis for frequently occurring incidents

Apart from the above help desk SI will provide Chat Bot support or Link for application related queries for applicants filling the application.

7.8. Time Schedule

S No.	Activity	Time Schedule
1.	Project Plan & Schedule including deputation of Project Manager	Within 15 days from the date of work order.
2.	Submission of Performance Bank Guarantee	Within 21 days from the date of work order.
3.	Signing of the agreement/Contract	Within 30 days from the date of work order.
4.	Submission of SRS document for Acceptance	Within 30 days from the date of Agreement
5.	Acceptance of SRS by NTA	Within 15 days from the date of SRS Submission
6.	Delivery of Hardware for backup storage at NTA	Within 3 months of SRS Acceptance
7.	Delivery of modules of Phase-1	Within 4 months of SRS Acceptance
8.	Delivery of modules of Phase-2	Within 9 months of SRS Acceptance
9.	STQC/Cert in completion	Within 12 months of SRS Acceptance
10.	Project Duration	60 months from the date of completion of Phase-2.

8 Compliance with e-Governance Standards

8.1 Single-Sign On

The application should enable single-sign-on so that any user once authenticated and authorized by system is not required to be re-authorized for completing any of the services in the same session. For employees of NTA, the browser-based application accessed on the intranet, through single-sign-on mechanism, will provide access to all the services of NTA concerned (based on their roles and responsibilities), Help module, basic and advanced reporting etc. Similarly, for external users, based on their profile and registration, the system shall enable single sign on facility to apply for various services, make payments, submit queries /complaints and check status of their applications.

8.2 Support for PKI based Authentication and Authorization

The solution shall support PKI based Authentication and Authorization, in accordance with IT Act 2000, using the Digital Certificates issued by the Certifying Authorities (CA) such as MTNL or NIC. In particular, 3 factor authentications (login id & password, biometric and digital signature) shall be implemented by the selected Service Provider for officials/employees involved in processing citizen services as per the Functional requirement specification of the services specified in Section 7.3.

8.3 Interoperability Standards

Keeping in view the evolving needs of interoperability, especially the possibility that the solution shall become the focal point of delivery of services and may also involve cross functionality with the e-Government projects of other departments / businesses in future, the solution should be built on Open Standards. Some of the states already have other applications deployed and running for delivering services to citizens. The Service Provider shall ensure that the application developed is easily integrated with the existing applications. Every care shall be taken to ensure that the code does not build a dependency on any proprietary software, particularly, using proprietary 'stored procedures' belonging to a specific database product.

8.4 Scalability

One of the fundamental requirements of the proposed application is its scalability. The architecture should be proven to be scalable (cater to increasing load of internal and external users and their transactions) and capable of delivering high performance for at least five years from the date of deployment. In this context, it is required that the application and deployment architecture should provide for Scale-Up and Scale out on the Application and Web Servers, Database Servers and all other solution components. The scalability is very important and this aspect should be thoroughly tested before all module roll out.

8.5 Security

The systems implemented for project should be highly secure, considering that it is intended to handle sensitive data relating to the citizens of the state. The overarching security considerations are described below.

- 1) The security services used to protect the solution shall include: Identification, Authentication, Access Control, Administration and Audit and support for industry standard protocols.
- 2) The solution shall support advanced user authentication mechanisms including digital certificates and biometric authentication.
- 3) Security design should provide for a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery and disaster recovery system.

- 4) The solution should provide for maintaining an audit trail of all the transactions and should also ensure the non-repudiation of audit trail without impacting the overall performance of the system.
- 5) The overarching requirement is the need to comply with ISO 27001 standards of security.
- 6) The application design and customization should comply with Open Web Application Security Project [OWASP] top 10 principles.

8.6 High Level Design (HLD)

Once the SRS are approved, the service provider shall complete the High Level Designing and all the HLD documents of all the functionalities, integration with existing application. The Service Provider shall prepare the HLD and have it reviewed and approved by NTA.

8.7 Detailed (Low Level) Design(LLD)

The LLD shall interpret the approved HLD to help application development and shall include detailed service descriptions and specifications, application logic (including "pseudo code") and UI design (screen design and navigation). The preparation of the test cases will also be completed during this stage. The service provider shall have the designed documents reviewed and approved by the Purchaser.

9 Key Personnel

9.1 Positions identified for Key personnel

S. No.	Profile	Experience	Documents Required
1	Project Manager	<ul style="list-style-type: none"> BE / BTech / MCA / MTech with at least 12 years of experience Experience of handling at least 3 projects involving cloud implementation with Central Government / State Governments or PSUs Prince2 or PMP or PMI certified 	CV as per Appendix I: Form 9(CV of Key Personnel) and certified by Authorized signatory of Bidder
2	Project Lead*	<ul style="list-style-type: none"> BE / BTech / MCA / MTech with at least 8 years of experience Experience of handling at least 2 projects involving cloud implementation 	CV as per Appendix I: Form 9(CV of Key Personnel) and certified by Authorized signatory of Bidder
3	Technical Architect*	<ul style="list-style-type: none"> BE / BTech / MCA / MTech with at least 5 years of experience Experience of handling at least 2 projects involving cloud implementation and artificial intelligence / machine learning 	CV as per Appendix I: Form 9(CV of Key Personnel) and certified by Authorized signatory of Bidder
5	Business Analyst*	<ul style="list-style-type: none"> BE / BTech / MCA / MTech with at least 5 years of experience Experience of handling at least 3 projects involving IT automation 	CV as per Appendix I: Form 9(CV of Key Personnel) and certified by Authorized signatory of Bidder

*required onsite at NTA's Head Office till Go-Live

9.2 Initial Composition; Full Time Obligation; Continuity of Personnel

- 1) Service Provider shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.
- 2) Service Provider shall use commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits and other conditions to its Key Personnel so as to incentivize them to remain in Service Provider's employment.
- 3) Service Provider shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from Purchaser that would have the same effect):
 - a) unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or

- b) without Purchaser's prior written consent.
- 4) Service Provider shall promptly notify Purchaser of its intention to re-hire any member of the Key Personnel who had resigned from Service Provider in the previous 12-month period. Purchaser shall have the right to request that any member of the Key Personnel who resigns and is re-hired by Service Provider within 12 months of the resignation date be re-assigned to the provision of the Services.

9.3 Evaluations

- 1) Service Provider shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. Service Provider shall provide reasonable written notice to Purchaser of the date of each evaluation of each member of the Key Personnel and Purchaser shall be entitled to provide Service Provider with input for each such evaluation.
- 2) Service Provider shall promptly provide the results of each evaluation to Purchaser, subject to Applicable Law.

9.4 Replacement

- 1) In case the resource has resigned then the Service Provider has to inform within one week of such resignation.
- 2) Service Provider shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Key Personnel is not vacant for any longer than 10 working days, subject to reasonable extensions requested by Service Provider of Purchaser
- 3) Before assigning any replacement member of the Key Personnel to the provision of the Services, Service Provider shall provide Purchaser with:
 - a) a resume, curriculum vitae and any other information about the candidate that is reasonably requested by Purchaser; and
 - b) an opportunity to interview the candidate
- 4) The Service Provider has to provide replacement resource who conforms to the same requirements as the resource proposed originally (on the same evaluation parameters defined in this RFP document). Once this is confirmed, the Purchaser shall conduct an interview of the candidate and notify Service Provider within ten days after its interview (or if Purchaser does not request an interview within ten working days after Service Provider has provided the information, then it would be deemed as accepted).
- 5) If Purchaser does object to the appointment, Service Provider shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.

9.5 High Attrition

- 1) If in the first 6-month period from the Contract Effective Date or in any rolling 12 months period during the Term, 20 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with Purchaser's prior written consent, Service Provider shall:
 - a) provide Purchaser with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Service Provider with any departing member of the Key Personnel; and
 - b) if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

10 Payment Schedule

- 1) The solution provider shall be paid an amount of 10% of the total estimated cost (rates per application X 50,00,000 applications expected during one year) on submission of the SRS document. This amount will be adjusted against the last payment being made to the solution provider in the first year of the contract duration.
- 2) The payment to the solution provider will be done on per applicant basis. In the first year 50% of the rates quoted per application shall be paid to the solution provider only after implementation of Phase 1 modules. However, full rates quoted per application shall be paid to the solution provider on completion of Phase-1 and Phase-2. The payment will be made for actual number of applicants whose fee has been received by NTA and application processed through the ERP software subject to a minimum 50 Lakhs applicants per year.
- 3) Since the scope of work is on MSM model, payment of the rate per candidate whose fee has been received by NTA, less deduction if any, shall be released, after Implementation. (NTA shall pay the Service Provider 100% of the rate on per application basis of actual number of applications paying the fee for each successfully submitted registration application.)
- 4) For hardware and software of backup system, 80% payment shall be made on delivery and physical inspection and balance 20% on installation and commissioning of hardware and software at NTA premises.
- 5) The payment shall be in Indian Rupees and shall be paid only as per term & conditions of contract.
- 6) Performance bank guarantee needs to be submitted by successful bidder before signing of agreement between NTA and successful bidder and before any payment is made.

- 7) All Payment shall be subject to deduction of applicable TDS.
- 8) No interest will be paid to the successful bidder on the security deposit.
- 9) The payment will be made on submission of bill in duplicate, complete in all respects with copy(ies) of report for work executed.

11 Fraud and Corrupt Practices

- 1) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- 2) Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether

during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Projector the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

- b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, to influence the Selection Process;
- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

12 Conflict of Interest

- 1) A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.
- 2) The Purchaser requires that the Implementation Agency provides solutions which at all times hold the Purchaser’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.
- 3) A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- 4) A Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the

Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

13 Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidder

Forms to be used in Technical Proposal

Form 3: Compliance Sheet for Technical Proposal

Form 4: Letter of Proposal

Form 5: Project Citation Format

Form 6: Proposed Solution Form

7: Proposed Work Plan Form 8:

Team Composition

Form 9: Curriculum Vitae (CV) of Key Personnel

Form 10: Deployment of Personnel

Form 11: Manufacturers Authorisation Form

Form 1: Compliance Sheet for Pre-qualification Proposal

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required	Reference Page No.
1	Bidder should be a company registered in India under the Indian Companies Act or a registered partnership company / firm / society and existing for the past 10 years as on date of bid closing date.	a) In case the Bidder is a registered company in India, they should produce the copy of the certificate of incorporation issued by the Registrar of Companies or MCA b) In case the Bidder is a registered partnership company / firm / society, they should produce a copy of the certificate of incorporation	

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required	Reference Page No.
2	<p>The Bidder should have an average annual turnover of at least INR 150 Crores from IT services during each of the last three financial years (i.e. 2020-21, 2019-20,2018-2019,).</p> <p>This turnover should be on account of system integration / turnkey solutions or products and their associated implementation and maintenance</p>	Statutory auditor's certificate & copy of audited balance sheets and profit and loss accounts. (in tabular form)	
3	The Bidder should have positive net worth during each of the last three financial.		
4	<p>The Bidder/OEM must have successfully completed at least the following number of software development, deployment, customization, implementation & maintenance engagement(s) in MSM Model for a Central / State Government Higher Education domain/ Organization (or Govt. Autonomous body) / Public Sector Unit (PSU) in India, during the last 5 years (as on bid closing date), of value specified herein:</p> <ol style="list-style-type: none"> 1. Two project of value not less than INR 15 crores; OR 2. Three projects of value not less than INR 12 crores each; OR 3. Four projects of value not less than INR 10 crores each 	<ol style="list-style-type: none"> a) Experience details as per the Appendix I: Form 5 (Project Citation Format) b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order / completion certificate from the client/Proof from OEM. 	
5	The Bidder shall not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offense in India for any reason as on last date of submission of the Bid.	Affidavit for not being blacklisted, signed by the authorised signatory of the bidder	
6	The Bidder should necessarily furnish an affirmative statement as to existence of, absence of, or potential for conflict of interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the clients – that may have an impact on the contract with Purchaser	Declaration by authorised signatory of the Bidder	
7	Board Resolution / Power of Attorney, in the name of person signing the Bid, authorizing him to submit/execute this agreement as a binding document	Copy of Board Resolution / Power of Attorney	
8	The Bidder/OEM should have a minimum CMMi Level 3 certification OR both ISO 27001:2013 & ISO 9001:2015 certifications valid as on date of closing of bid for providing IT/ ITeS services.	Copy of the certificate(s) signed and stamped by the authorised signatory of the Bidder	
9	The bidder should have at least 100 professionally qualified personnel (relevant degree holders i.e. BTech / BE / MCA / MTech)	Certificate from Authorized signatory on letter head	

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required	Reference Page No.
	working on their rolls		
10	Consortium not allowed	Self-Declaration from Authorized signatory on letter head	

Form 2: Particulars of the Bidder

S. No.	Bidder Details	Response
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax / GST	
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Compliance Sheet for Technical Proposal

Sr. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
A	Experience of the Bidder		
A1	<p>Web based ERP:</p> <p>Experience of Bidder/OEM in executing / be in the process of executing a web-based ERP solution during the last 5 years (as on bid closing date)</p> <ul style="list-style-type: none"> Each project of value greater than or equal to INR 3 crores: 1 mark (maximum 6 projects) Additional 3 mark will be provided for each completed project/under execution with Central / State Government / PSU/ Govt. Autonomous Organization in India 	<ul style="list-style-type: none"> a) Experience details as per the Appendix I: Form 5 (Project Citation Format) b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order / completion certificate from the client/Proof from OEM. 	
A2	<p>System Integration (Cloud):</p> <p>Experience of Bidder/OEM in executing / be in the process of executing a web- based portal with workflow engine during the last 5 years (as on bidclosing date).</p> <p>The project(s) should mandatorily include the following aspects:</p> <ul style="list-style-type: none"> d) Cloud implementation & management e) Disaster Recovery f) Dashboard analytics <ul style="list-style-type: none"> Each project of value greater than or equal to INR 3 crores: 1 mark (maximum 4 projects) Additional 2 marks will be provided for each completed project with Central / State Government / PSU /Govt. Autonomous Organization in India 	<ul style="list-style-type: none"> a) Experience details as per the Appendix I: Form 5 (Project Citation Format) b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order / completion certificate from the client or Self Certificate/Proof from OEM 	
A3	<p>E-governance in Higher Education:</p> <p>Experience of Bidder/OEM in successfully executing an e-governance web- based portal/solution with workflow engine in higher education domain on MSM model during the last 5</p>	<ul style="list-style-type: none"> a) Experience details as per the Appendix I: Form 5 (Project Citation Format) b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order / 	

Sr. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
	<p>years (as on bid closing date) with average one lakh candidates and average 100 affiliated establishments</p> <ul style="list-style-type: none"> • 1 mark per project (maximum 6 projects) • Additional 3 marks will be provided for each completed project with Central / State Government / PSU /Govt. Autonomous Organization in India 	<p>completion certificate from the client/ self-certificate/Proof from OEM</p>	
B	Approach & Methodology		
B1	<p>Overall Approach & Methodology</p> <ul style="list-style-type: none"> • Understanding of Requirements • Overall solution architecture and software deployment methodology • Strategy for project monitoring 	Signed Technical Bid	
B2	<p>Project Timelines</p> <ul style="list-style-type: none"> • Comprehensiveness of roll out plan • Work breakdown structure and identification of key tasks • Strategy to meet the timelines mentioned in RFP for each component • Resource deployment plan 	Signed Technical Bid	
B3	<p>Change Management Methodology</p> <ul style="list-style-type: none"> • Capacity building approach • Innovativeness in imparting the training to the participants • Adoption of standards in case of web based training delivery (if proposed) 	Signed Technical Bid	
B4	<p>Program Management Methodology</p> <ul style="list-style-type: none"> • Formal approach to project management (usage of project specific tools) • Business continuity plan • Quality control procedures 	Signed Technical Bid	

Sr. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
	proposed <ul style="list-style-type: none"> • Risks as seen on this project and their mitigation plan • Handover plan 		
B5	Presentation <ul style="list-style-type: none"> • Presentation of the proposed solution 	Copy of the presentation (to be presented on the day of the presentation)	
B6	Demonstration of the Live project	Demonstration of live application	
C	Staff Strength		
C1	The bidder should provide onsite and offsite resources as specified in Section 9.1	Details as per Section 9.1	

Form 4: Letter of Proposal

To

The Director General

First Floor, NSIC-MDBP Building,
Okhla Industrial Estate,
New Delhi-110020

Subject: Submission of the Technical bid for selection of Service Provider for web-based Enterprise Resource Planning (ERP), Disaster Recovery and Cloud Based Solution on Managed Service Model

Dear Sir,

We, the undersigned, offer to provide systems implementation solutions to National Testing Agency (NTA) on design, customization, deployment, implementation and maintenance of web-based Enterprise Resource Planning (ERP), Disaster Recovery and Cloud Based Solution on Managed Service Model with your Request for Proposal dated <insert date> and our Proposal.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the contract agreement.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

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

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

Form 5: Project Citation Format

Sr. No.	Items	Details
General Information		
1.	Customer Name	
2.	Name of the contact person and contact details for the client of the assignment	
Project Details		
3.	Project Title	
4.	Start Date: MM/YYYY End Date : MM/YYYY	
5.	Current Status (work in progress/completed)	
6.	Number of staff deployed in the assignment	
Size of the project		
7.	Total Cost of the project	
8.	Period of contract	
9.	Technologies used	
10.	Number of end users catered to by the system	
11.	Number of resources deployed across the country	
12.	Number of transactions handled by the system on a yearly basis	
13.	Multi-lingual (English and Hindi) features catered to for the web site	
14.	BCP/DR capability	
15.	Details on ICT Infrastructure design and implementation work done by Bidder	
16.	Any other information to be shared with Purchaser	
17. <i>Narrative Description of the Project</i>		
18. <i>Documentary Proof and necessary details</i>		
<i>Please attach the proof - Work Orders Certificates or Letter of Appointments etc with the credential only</i>		

Bidder:

Signature -----

Name -----

Designation -----

Company Seal -----

Date -----

Form 6: Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- a) Solution Proposed
- b) Understanding of the project (how the solution proposed is relevant to the understanding)
- c) Technical Approach and Methodology

Form 6A: Proposed Solution

S. No.	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	O&M Support (Warranty/ATS)	Reference in the Submitted Proposal (Please provide page number/section number)

Form 6B: Bill of Material (Software)

S. No.	Item	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	No. of Licenses (Deployment Environment)	No. of Licenses (UAT)	No. of Licenses (Training)	No. of Licenses (Data Center Production)

Note:

- Any indicative prices in this section may lead to disqualification of the Bidder.
- The requirements stated in the scope of work are minimum requirements. The Bidder should provide information for all the additional equipment and components that would be required.

Form 7: Proposed Work Plan

Activity-wise Timelines							
S. No.	Item of Activity	Month wise Program					
		1	2	3	4	5	...
	Project Plan						
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2							
2.1							
2.2							
3							
3.1							
4							

Note:

- The above activity chart is just for the purpose of illustration
- Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- Duration of activities shall be indicated in the form of a bar chart.
- All activities should meet the 8/80 criteria i.e should at least take 8 hours and a maximum of 80 hours.

Form 8: Team Composition

Name of Staff	Qualification & Experience	Area of Expertise	Position Assigned

Form 9: CV of Key Personnel

The Bidder is required to provide the profiles of key personnel who are proposed to be deployed. The bidder should have conducted background check of the proposed personnel prior to assigning them on project

The indicative list of project personnel are:

- a) Project Manager
- b) Project Lead
- c) Technical Architect
- d) Business Analyst

CVs of the above mentioned personnel have to be submitted in the below format:

1.	Proposed position on the team:				
2.	Name of the employee				
3.	Designation				
4.	Date of Birth				
5.	Nationality				
6.	Education	Qualification	Name of School/College/University	Degree Obtained	Date Attended
7.	Certifications				
8.	Language	Language	Read	Write	Speak
9.	Employment Record	Employer	Position	From	To
		<i>(Starting with present position list in reverse order – Up to three quarters of a page)</i>			
10	Relevant	<i>(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant</i>			

	Experience	<i>assignments – Up to half of a page).</i>
11	Certification	<p>I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience.</p> <p>Date:</p> <p>Place Signature of the Authorized Signatory</p>

Form 10: Deployment of Personnel

S. No.	Name of Resource	Resource Input in Months							Total Resource man-months proposed
		1	2	3	4	5	6	n	
1									
2									
3									
4									
5									
N									
		Total							

Form 11: Manufacturer's Authorization Form

<Location, Date>

To,

Director General
First Floor, NSIC-MDBP Building,
Okhla Industrial Estate,
New Delhi-110020

Sub: Manufacturer Authorization Letter for RFP No. <> dated <> for <RFP Name>

Dear Sir,

We, <OEM Name> having our registered office at <OEM address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by <Bidder Name> having their registered office at <Bidder address>, hereinafter referred to as Bidder.

We <OEM Name> authorize <Bidder's name> to quote our product for above mentioned tender as our Authorized Indian Agent.

We confirm that we have understood the delivery & installation time lines defined in the RFP. We confirm that we have worked out all necessary logistics and pricing agreement with <bidder name>, and there won't be any delay in delivery, installation and support due to any delay from our side. Our full support as per pre-purchased support contract is extended in all respects for supply, warranty and maintenance of our products. We also ensure to provide the required spares and service support as pre-purchased for the supplied equipment for Contract Term. In case of any difficulties in logging complaint at bidder end, user shall have option to log complaint at our call support centre.

We also undertake that in case of default in execution of this tender by Bidder, we shall provide necessary support to National Testing Agency (NTA) in identifying another authorized partner with similar certifications/capabilities and extend support to the new partner in accordance with OEM's agreement with the new partner. In case Bidder is unable to fulfil the obligations given under this RFP, OEM shall be responsible to replace the Bidder with an alternate Indian Authorized agent to facilitate NTA to get the requisite work done. OEM shall also ensure that the alternate Indian Authorized Agent in this case shall abide by all the terms and conditions laid down under this tender and during the empanelment of the Bidder for the quoted OEM products.

If any product is declared end of sale, we shall proactively ensure that a suitable equivalent or higher roll over product is offered through the existing Bidder to NTA for due approval, empanelment and order executions thereafter.

We understand that any false information/commitment provided here may result in <OEM's Name> getting debarred from doing business with NTA.

Yours sincerely,

For <OEM/Manufacturer name>

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Note:

- ☒ *The letter should be submitted on the letter head of the Manufacturer/OEM and should be signed by the authorized signatory*
- ☒ *Any deviation would lead to summary rejection of bids*

14 Appendix II: Financial Proposal Templates Form 1: Covering Letter (Tender Acceptance Letter)

<Location, Date>

To

Director General
First Floor, NSIC-MDBP Building,
Okhla Industrial Estate,
New Delhi-110020

Subject: Acceptance of Terms & Conditions of tender. Tender Reference No. NTA/2020-21/025 Name of Tender: Selection of Service Provider for Web based Enterprise Resource Planning (ERP), Disaster Recovery and Cloud Based Solution on Managed Service Model.

Dear Sir,

I/We have downloaded/obtained the tender documents(s) for the above mentioned Tender/Work from the website(s) namely: <https://mkp.gem.gov.in> or NTA website- www.nta.ac.in

As per your advertisement, given in the above mentioned website(s).

1. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No _to_(including all documents like annexure(s), schedule(s), Form(s), Appendices etc., which form part of the contract agreement and I/We shall abide hereby by the Terms/Conditions/clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept the tender conditions of above mentioned tender document (s)/corrigendum(s) in its totality/entirety.
4. I/We do hereby declare that our Firm is not presently blacklisted/debarred by any Govt. Department/Public Sector undertaking/autonomous body.
5. I/We certify that all information furnished by our firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any rights and remedy including the forfeiture of the full said earnest money deposit absolutely

6. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.

We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections. Any miscalculation of taxes would be on our own account.

We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

7. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

8. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

9. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

10. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in Section 7, "Scope of Work". These prices are indicated in Commercial Bid attached with our Tender as part of the Tender.

11. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in this RFP document.

12. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

14. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

Thanking you,
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Financial BID FORM (Rate Schedule)

Sr. No.	Item	Quantity (A)	Rates per application per examination (B)	Taxes (as applicable) (C)	Total cost (A*B+C)= (D)
SN1	Cost of providing Web Based Enterprise Resource Planning (ERP), DR & Cloud Solution on Managed Service Model (MSM) for 5years on per application per examination basis every year. (Quantity for calculation shall be taken as 50 lakhs applications every year)	5000000			
SN2	Cost of Supply, Installation, Operation & Maintenance of hardware and system software for backup services at NTA (As per quantity and details given in this RFP) with 5 years comprehensive warranty and Annual Technical Support	Lump sum			
				Total cost	
Total Cost in Figures:					

OPTIONAL ITEMS —

1. **Lump sum Rate for software licences in INR-----**
2. **Data entry operators/office assistants: Rs----- per person per month**
3. **Change management /additional requirement for beyond scope charges per man month basis: Rs._____per person per month.**

Note:

1. The rate per candidate is valid for five years and extendable by year on year for two or more years (total 3 years) subject to satisfactory performance.
2. The Bidders have to quote the Total Cost (SN1 (D) +SN2 (D)).
3. Total Cost will be the criteria for deciding inter-se ranking of bids.
4. Optional items will not be utilized for the purpose of deciding inter-se ranking.
5. Optional items rates are to be submitted with the Technical Bid.

6. The Number of candidates mentioned here are estimated quantity. The Quantity may vary each year (Increase/Decrease).
7. All figures to be quoted in INR (Indian National Rupees)

15 Appendix III: Templates for Performance Bank Guarantee (PBG), Bid Security Declaration & Change Control Note (CCN)

Form 1: Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

To

Director General
National Testing Agency
Block C-20/1A/8, Sector 62,
Gautam Budh Nagar, Noida -201309 (UP)

1. Against contract vide Advance Acceptance of the Tender No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered into between National Testing Agency (NTA) (hereinafter called "Purchaser") and _____ (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we ----- Bank Ltd., are holding in trust in favour of Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified Purchaser against any loss or damage that may be caused to or suffered by Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ here in after called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of Purchaser.
4. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time from time to time any of the powers exercisable by Purchaser against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by Purchaser to the said Bidder or for any forbearance and or omission on the part of Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

Form 2: Bid Security Declaration.

Bid No. _____ Dated _____

To,

Okhla

Respected Sir,

We, the undersigned, declare that:

We, M/s... (Herein referred as vendor) understand that, according to bid Clause No.

_____, bids may be supported with a Bid Securing Declaration, Vendor render the declaration that:-

The Vendor will automatically be suspended from being eligible for bidding in any contract with the NTA Okhla (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions: -

- a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Vendor understands that this declaration shall expire if Vendor is not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name.

Designation:

Office Seal:

Place
Date:

Form 3: Change Control Note (CCN) Format

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by Purchaser:	Date:	
Name:		
Signature:		
Received by the Bidder	Date:	
Name:		
Signature:		
Change Control Note		CCN Number:
Part B : Evaluation		

(Identify any attachments as B1, B2, and B3 etc.)	
Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the Bidder	Date:
Name:	
Signature:	
Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with	

Part B is: (tick as appropriate)	
Approved Rejected Requires Further Information (as follows, or as Attachment 1 etc.)	
For Purchaser and its nominated agencies	For the Bidder
Signature	Signature
Name	Name
Title	Title
Date	Date

16 Appendix IV: Service Level Agreement¹

Definitions

- a) For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:
- "Availability" shall mean the time for which the services and facilities offered by the Bidder are available for conducting operations.
 - "Downtime" is the time the services and facilities are not available to NTA and excludes the scheduled outages planned in advance.
 - "Helpdesk Support" shall mean the Bidder's Centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract. The support team shall be working 6 days a week as per NTA's OFFICE WORKING HOURS.
 - "Incident" refers to any event / abnormalities in the functioning of the solution / Services that may lead to disruption in normal operations.

1. Implementation Phase

Sr. No.	Measurement	Definition	Target	Liquidated Damages
1.	UAT Defect Density - Severity Level wise Defects	Delay in submission of any of the following deliverables: <ul style="list-style-type: none"> Project management Plan Information Security Policies & Procedures Exit Management Plan Establishment of live project management dashboard SRS document 	<2 weeks delay	INR 2,50,000/- per deliverable per week of delay
			>=2 weeks to <3 weeks delay	INR 5,00,000/- per deliverable per week of delay
			>=3 weeks to <4 weeks delay	INR 10,00,000/- per deliverable per week of delay
			>4 weeks delay	Event of Default & Escalation to NTA and Bidder's Management
2.	UAT Defects	The Service Provider shall maintain UAT defect log and penalties will be calculated for UAT from 2 nd round of User testing	<24 hours for resolution	NIL
			>=24 hours to <48 hours for resolution	INR 25,000/- per defect
			>=48 hours to <72 hours for resolution	INR 50,000/- per defect
			>=72 hours to <96 hours for resolution	INR 1,00,000/- per defect
			>=96 hours for	Event of Default & Escalation to NTA

¹Applicable SLAs during the Project Implementation Phase OF 9 MONTHS

			resolution	and Bidder's Management
3.	Go-Live	Completion of - Rollout of system would mean, Go-live of the system such that all application users are able to use the centralized application /portal, to the satisfaction of the users & purchaser and confirming to the application response time parameters as defined in this tender document.	<2 weeks delay in rollout of system	INR 2,50,000/- per week of delay
			>= 2 weeks to <4 weeks delay in rollout of system	INR 5,00,000/- per week of delay
			>=4 weeks to <6 weeks delay in rollout of system	INR 7,50,000/- per week of delay
			>=6 weeks to <8 weeks delay in rollout of system	INR 10,00,000/- per week of delay
			>=8 weeks to <10 weeks delay in rollout of system	INR 15,00,000/- per week of delay
			>10 weeks delay in rollout of system	Event of Default & Escalation to NTA and Bidder's Management

2. Performance of System – System Integrator

Sr. No	Measurement	Definition	Liquidated Damages Calculation Interval	Target	Liquidated Damages
1.	Average time taken for opening Internet portal (Home page) from remote site at 512 Kbps connectivity	Script based checking facilitated by system integrator. Every 10 minutes daily (8am to 8 pm)	Quarterly	<=10 seconds	Nil
				>10 seconds	INR 5,000/- per instance of default
2.	Average time for submission of forms / data by NTA Average form size 100 KB and 512 Kbps connectivity	Random check (100 instances per quarter) would be conducted for determinin gaverage time	Quarterly	<= 5 seconds	Nil
				> 5 seconds	INR5,000/- per instance of default
3.	Average time for submission of forms/ data by institute staff	Random check (100 instances per quarter) would be conducted,	Quarterly	< 1 minute	Nil

Sr. No	Measurement	Definition	Liquidated Damages Calculation Interval	Target	Liquidated Damages
	/ Students (Time between pressing the 'submit' button and generation of acknowledgement of successful o runsuccessful submission from the system)	during peak hours, for determining average time.		> 1 minute	INR 5,000/- per instance of default
4.	Availability of all online applications and portal (Primary / DR as the case may be)	Script based checking facilitated by system integrator. Every 10 minutes daily (8am to 8 pm) Non- availability of even one of the agreed services would amount to deviation for this purpose	Quarterly	>= 99.75% >= 99.74% to < 99.75% >= 99.72% to < 99.74% >= 99.70% to < 99.72% < 99.70%	Nil INR 50,000/- INR 1,00,000/- INR 1,50,000/- Event of Default & Escalation to NTA and Bidder's Management
			Quarterly	Continuous downtime for more than 30 minutes	INR 2,00,000/- per instance
5.	Concurrent connects to the Web services	Simulated the stated loads and testing the system performance using load-testing tools.	Weekly	<2,500 Concurrent Users per minute	INR 1,00,000/-

3. Quality of Services

Sr. No.	Measurement	Definition	Liquidated Damages Calculation Interval	Target	Liquidated Damages
Application Maintenance					
1.	Scheduled Maintenance	The Service Provider shall provide a detailed	Quarterly	100% of scheduled maintenance should be carried out as per maintenance plan	INR 50,000 (for every non-

Sr. No.	Measurement	Definition	Liquidated Damages Calculation Interval	Target	Liquidated Damages
		application maintenance plan on the commencement of the project.		submitted by the Service Provider. Any scheduled maintenance needs to be planned and intimated to NTA at least 2 working days in advance.	compliance)

4. Technical Support Services

Sr. No.	Measurement	Definition	Liquidated Damages Calculation Interval	Service Level Target	Liquidated Damages
1.	Response time (Only for problem request / defect fixes)	<p>“Response Time”, means time taken (after the request has been logged at the helpdesk and escalated to Service Provider team) by the respective Service Provider staff in responding to the call and updating the status of the call in the Help Desk system. The response time would include:</p> <ul style="list-style-type: none"> • Call diagnosis • Categorization into problem request/change requests for defect fixes • Assign severity levels to PRs • Tentative timelines for further action. 	Quarterly	At least 99% of the calls within 60 minutes	Nil
				>= 97% to < 99% of the calls within 60 minutes	INR 25,000/-
				>= 95% to < 97% calls within 60 minutes	INR 50,000/-
				>= 90% to < 95% calls within 60 minutes	INR 75,000/-
				<90% calls within 60 minutes	INR 1,00,000/-
2.	Resolution Time	“Resolution Time” , means time taken by the Service Provider	Quarterly average	At least 99% calls to be resolved within 2 working days	Nil

Sr. No.	Measurement	Definition	Liquidated Damages Calculation Interval	Service Level Target	Liquidated Damages
		staff to troubleshoot and fix the problem/defect from the time the call has been escalated to the Service Provider team till the delivery of the solution to NTA for UAT and subsequently updates the status of the call in the Help Desk system.		>= 97% to < 99% calls to be resolved within 2 working days >= 95% to < 97% calls to be resolved within 2 working days < 95% calls to be resolved within 2 working days	INR 25,000/- INR 50,000/- INR 75,000/- Any 3 consecutive months of any of the above default will lead to termination of contract

5. Helpdesk

Sr. No.	Measurement	Definition	Liquidated Damages Calculation Interval	Service Level Target	Liquidated Damages
1.	Availability of call lines / ticketing system at Help Desk Locations	$\text{Uptime} = \left\{ 1 - \frac{\text{[(Call line / Ticketing System downtime)]}}{\text{(Total Time)}} \right\}$ <p>Total Time shall be measured on 8*6 basis</p> <p>Downtime shall be measured from the time the call line / ticketing system at a help</p>	Quarterly	Minimum 95% uptime measured on a Quarterly basis per toll-free line 100% of the toll-free lines should meet the above Target	Nil INR 25,000/-

Sr. No.	Measurement	Definition	Liquidated Damages Calculation Interval	Service Level Target	Liquidated Damages
		desk becomes unavailable to the respective usersto the time it becomes available		>= 99.0% to < 100% of the toll-free lines meeting the above target	
				Minimum 95 % uptime measured on a Quarterly basis per toll-free line	INR 50,000/-
				>= 97.0% to < 99 % of the toll-free lines meeting the above target	
				Minimum 95 % uptime measured on a Quarterly basis toll-free line	INR 75,000/-
				>= 95.0% to < 97 % of the toll-free lines meeting the above target	
				Minimum 95 % uptime measured on a Quarterly basis toll-free line	INR 1,00,000/-
				< 95 % of the toll-free lines meeting the above target	

6. Compliance Procedures

Sr. No.	Measurement	Definition	Liquidated Damages Calculation Interval	Target	Liquidated damages

Sr. No.	Measurement	Definition	Liquidated Damages Calculation Interval	Target	Liquidated damages
1.	Incident Reporting	Any failure/incident on any part of the solution shall be communicated immediately to NTA as an exceptional report giving details of impact, if any.	Daily	100% incidents to be reported to NTA within 1 hour with the cause and action for the incident.	Nil
				Delay beyond an hour	INR 10,000/- for every hour of delay
			Daily	100% incident log to be submitted to NTA that comprises exceptional & normal reportable activities by 5 th of every Quarter for the previous quarter.	Nil
				Delay beyond the date of submission	INR 25,000/- for every day of delay/-
2.	Information Security	Any failure/incident on any part of the information security breach shall be communicated immediately to NTA as an exceptional report giving details of impact, if any.	Daily	100% incidents to be reported to NTA within 1 hour with the cause and action for the incident.	Nil
				Delay beyond an hour	INR 10,000/- for every hour of delay
			Daily	100% incident log to be submitted to NTA that comprises exceptional & normal	Nil

Sr. No.	Measurement	Definition	Liquidated Damages Calculation Interval	Target	Liquidated damages
				reportable activities by 5 th of every Quarter for the previous quarter.	
				Delay beyond the date of submission	INR 25,000/- for every day of delay
3.	Implementation of Audit Recommendations	Implementation of audit recommendations by NTA or its auditor which have been agreed by Bidder & NTA to be implemented.	Half-yearly	100% on time to be implemented as per timelines agreed upon with NTA.	INR 2,50,000/- for each instance of breach
4.	Adherence to Backup Policy	The Service Provider shall adhere to the Backup Policy developed in consultation with NTA.	Quarterly	100% adherence to Backup policy	INR 2,50,000/- for each instance of breach
5.	DR Drill	The Service Provider shall adhere to the DR Policy developed in consultation with NTA.	Quarterly	100% of the time the drill should happen as per schedule mentioned in the NTA's DR policy	INR 2,50,000/- for each instance of breach

7. Data Migration

Sr. No.	Measurement	Definition	Target	Liquidated Damages
1.	Data Migration	Completion of data migration as per project plan	>1 week to <= 6 weeks delay in data migration	INR 1,00,000/- per week of delay
			> 6 Weeks delay in data migration	Event of Default & Escalation to NTA and Bidder Management

Issue Management Procedures

- a) General
 - i. Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between NTA and Bidder.
 - ii. Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.
- b) Issue Management Procedures
 - i. Either NTA or Bidder 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.
 - ii. The NTA and the Bidder will determine which committee or executive level should logically be involved in resolution.
 - iii. 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.
 - iv. NTA and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
 - v. In case the issue is still unresolved, the arbitration procedures described in the contract will be applicable.

Appendix V: INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in>.

REGISTRATION

Bidders are required to enroll on the e-Procurement module of the Government e Marketplace (URL: <https://gem.gov.in>) by clicking on the link “Online bidder Signup” on the GeM Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeM Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.) or by registered mobile OTP system as applicable in the GeM Portal through available options.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password.

Bidders need to complete their profile before they can participate in the Bid.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the GeM Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. From this point the Bidder can start the process of Bidding, by clicking on participate.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format

with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the cells with their respective financial quotes and other details. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk.