

Request for Proposal

Selection of Managed Service Provider for Implementation & Maintenance of Common Eligibility Test Registration System on National Career Service Portal

Issued By:

**Directorate General of Employment
Ministry of Labour & Employment**

Issue Date: 2nd July 2018

Reference No: DGE-5/18/2015-NCSP(Pt-1)

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Selection of MSP for the implementation and maintenance of CET Registration system on NCS Portal

Abbreviations

S. No	Term	Abbreviations
1	CET	Common Eligibility Test
2	CPPP	Central Public Procurement Portal
3	CRF	Common Registration Form
4	CSP	Cloud Service Provider
5	DGE	Directorate General of Employment
6	EMD	Earnest Money Deposit
7	FRS	Functional Requirement Specifications
8	GoI	Government of India
9	IaaS	Infrastructure as a Service
10	IT	Information Technology
11	MoLE	Ministry of Labour and Employment
12	MSA	Master Service Agreement
13	MSP	Managed Service Provider
14	NCS	National Career Service
15	PaaS	Platform as a Service
16	PBG	Performance Bank Guarantee
17	RA	Recruitment Agency
18	RFP	Request for Proposal
19	SLA	Service Level Agreement
20	SRS	Software Requirement Specification
21	SSC	Staff Selection Commission
22	UAT	User Acceptance Testing

Definitions

S. No.	Term	Definition
1.	Adverse Effect	Material adverse effect on a) the ability of the Bidder to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of the Agreement for this RFP and/or b) the legal validity, binding nature or enforceability of Agreement for this RFP
2.	Agreement	Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexure, Schedules and the contents and specifications
3.	Applicable Law(s)	Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the
4.	Bidder	The use of the term “Bidder” in the RFP means a Managed Service Provider submitting a proposal in response to the RFP.
5.	Bid / Proposal	Offer by the Bidder to fulfil the requirement of the DGE, MoLE for an agreed price. It shall be a comprehensive technical and commercial response to the RFP
6.	Cloud Deployable	Solution developed with a modular approach capable of dynamic scalability
7.	Confidential Information	All information including DGE, MoLE Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such

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S. No.	Term	Definition
		information received during negotiations, location visits and meetings in connection with this Agreement);
8.	Control	In relation to any business entity, the power of a person to secure a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or b) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
9.	Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
10.	Effective Date	The date on which the Agreement for this RFP comes into effect;
11.	Insurance Cover	a) Public liability insurance for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate b) Either professional indemnity or errors and omissions insurance for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate.

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S. No.	Term	Definition
		c) Product liability for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate. d) Workers compensation as required by law
12.	Integrated Solution	Software product & services required to satisfy the DGE, MoLE's requirements
13.	Intellectual Property Rights	All rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
14.	Managed Service Provider (MSP)	The Information technology (IT) service provider that will manage and assume the responsibility for providing the services as mentioned in this RFP
15.	Material Breach	A breach by either Party (DGE, MoLE or Bidder) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
16.	Month / Week	The Month shall mean calendar month & Week shall mean calendar week
17.	Operating Cost	Operating Cost is the cost incurred by DGE, MoLE after the Go-Live of the CET Registration System on Quarterly/ Monthly basis.
18.	Parties	DGE, MoLE and Bidder for the purposes of this Agreement and " Party " shall be interpreted accordingly;
19.	Performance Bank Guarantee	Guarantee provided by a Scheduled Commercial Bank in favour of the Bidder.
20.	Project	Project Implementation and Operations and Maintenance in terms of the Agreement;
21.	Project Implementation	Project Implementation as per the testing standards and acceptance criteria prescribed by DGE, MoLE or its nominated agencies;

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S. No.	Term	Definition
22.	Replacement Bidder	Any third party that DGE, MoLE or its nominated agencies appoint to replace Bidder upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
23.	Request for Proposal (RFP) / Tender Document	Written solicitation that conveys to the Bidder, requirements for products/ services that the DGE, MoLE intends to buy and implement
24.	Required Consents	The consents, waivers, clearances and licenses to use DGE, MoLE's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that DGE, MoLE or their nominated agencies are required to make available to
25.	Service Level	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
26.	SLA	Performance and Maintenance SLA executed as part of the Master Service Agreement;
27.	Software	Software designed, developed / customized, tested and deployed by the Bidder for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products, proprietary software components and tools deployed by the Bidder;
28.	Successful Bidder	The bidder who is qualified & successful in the bidding process and is given the award of Work.
29.	Third Party Systems	Systems (or any part thereof) in which the Intellectual Property Rights are not owned by the DGE, MoLE or Bidder and to which Bidder has been granted a license to use and which are used in the provision of Services;

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1 Notice Inviting Tender

Date: 2nd July 2018

Directorate General of Employment (DGE), Ministry of Labour and Employment, Government of India, Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001, invites responses (“Proposals”/ “Bids”) to this Request for Proposal (“RFP”) from eligible Bidders to be appointed as Managed Service Provider for Implementation & Maintenance of CET Registration System on NCS Portal

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

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

Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

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

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

The DDG (Employment)

DGE, MoLE

2 Fact Sheet

Tender Authority	Inviting	Directorate General of Employment (DGE), Ministry of Labour and Employment, Government of India, Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001
Name of the Project Work		Selection of Managed Service Provider for Implementation & Maintenance of Common Eligibility Test Registration System on National Career Service Portal
Tender Reference No.		DGE-5/18/2015-NCSP(Pt-1)
Place of availability of Tender Documents (RFPs)		1. Website of Ministry of Labour and Employment https://labour.gov.in/ 2. Central Public Procurement Portal (CPPP): http://www.eprocure.gov.in
Cost of Tender Documents		Rupees Ten Thousand only (Rs. 10,000/-) To be paid by submitting a demand draft from any scheduled commercial bank drawn in favour of 'PAO, DGE, Ministry of Labour and Employment, New Delhi', payable at New Delhi.
Earnest Money Deposit (EMD)		Rupees One Crore and Fifty Lacs only (Rs. 1,50,00,000/-) To be paid by submitting a demand draft from any scheduled commercial bank drawn in favour of 'PAO, DGE, Ministry of Labour and Employment, New Delhi', payable at New Delhi.
Address to send Pre bid Queries		Directorate General of Employment, Ministry of Labour and Employment Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001 Email: ddg-dget@nic.in
Nature of bid process		Three stage bidding 1. Pre-Qualification 2. Technical Evaluation 3. Commercial Evaluation
Method of Selection		The method of selection is Quality and Cost Base Selection (QCBS). The weights given to the Technical and Commercial Bids are: Technical = 70% and Commercial = 30%
Broad Scope of Work		Refer Section 3 and 4
Last Date & Time for Submission of written queries by bidders		13 th July 2018, 11 A.M. The queries should be sent via an email to ddg-dget@nic.in
Date & Time of Pre- bid Conference		16 th July, 2018; 3 P.M.
Place for Pre-bid meeting		16 th July 2018, 3 P.M. Directorate General of Employment, Ministry of Labour and Employment Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001 Email: ddg-dget@nic.in
Last date and time for submission of bids on CPPP		3 rd August, 2018; 2 P.M.
Last date and time for submission of hard copy bids		Last date for submission of bids on CPPP + 2 working days
Address for Hard copy submission of bids		To, Deputy Director General,

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	Directorate General of Employment, Ministry of Labour and Employment Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001
Opening of Pre- Qualification bids	6th August, 2018; 3 P.M.
Opening of Technical bid	To be informed later
Opening of Commercial bids	To be informed later
Address for communication	Directorate General of Employment (DDG), Ministry of Labour and Employment Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001

3. Introduction

3.1 About DGE, MoLE

The Ministry of Labour & Employment which is under Government of India (GOI) has the main responsibility of the Ministry to protect and safeguard the interests of workers in general and those who constitute the poor, deprived and disadvantage sections of the society, in particular, with due regard to creating a healthy work environment for higher production and productivity and to develop and coordinate vocational skill training and employment services.

The Directorate General of Employment (DGE) is the apex organization under Ministry of Labour and Employment (MoLE) for development and coordination at national level for the programmes relating to vocational training including Women's Vocational Training and Employment Services. Employment service is operated through a countrywide network of Employment Exchanges. Industrial Training Institutes are under the administrative and financial control of State Governments or Union Territory Administrations.

3.2 Background of NCS

The National Career Service (NCS) is a mission mode project under the purview of the Directorate General of Employment (DGE), Ministry of Labour and Employment (MoLE) and was launched in July 2015 with an aim to provide a variety of employment related services. It works towards bridging the gap between job-seekers and employers, candidates seeking training and career guidance and agencies providing training and career counselling by transforming the National Employment Service. It brings together all stakeholders like job seekers, employers, counsellors, trainers and private placement agencies to facilitate convergence of information and create synergies through these associations.

India as a nation is faced with massive problem of unemployment, job search assistance and providing adequate employment related services to the common masses. To cater to this challenge, the government employment service started operating through a countrywide network of employment exchanges. This system required both the job seekers and employers to physically visit the employment exchanges for registration, verification and availing information about opportunities which required manual intervention which posed procedural challenges. Apart from this, there was an absence of a national level online platform to bridge the gap between Government/Private Job providing ecosystem and Job seeker ecosystem. Also, there was a lack of adequate resources that could provide employment related counselling and career related information to the job seekers. These problems led to the need for transformation for better delivery of employment related services.

Keeping these challenges in view, there was a strong need for developing an ICT enabled platform for reaching out to masses through multiple delivery channels & partnerships with existing job market players along-with a comprehensive capacity building initiative to strengthening this online ecosystem.

With this background the National Career Service (NCS), a multi-pronged and transformational project, was launched by the Ministry of Labour and Employment, Government of India as a Mission Mode Project for establishing quick and efficient career

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related services. The employment exchanges were also transformed into Career Centers to address the career related needs of the youth and students seeking counselling, job search assistance services and employment under this project. The primary objective of NCS is to provide a common, centralized platform to provide a wide range of career related services to all stakeholders including job opportunities, career counselling and vocational guidance to the candidates, enriched database of skilled job seekers etc.

3.3 Overview of Existing NCS System

National Career Service (NCS) Portal is a one stop platform to provide a variety of employment related services like job matching, career counselling, vocational guidance, information on skill development courses, apprenticeship, internships, etc. NCS provides an open architecture for institutions and organizations for partnership in enhancing and enrichment of career and employment related services. NCS also has various skill providers registered who can share information on various skill trainings for the benefit of the users.

NCS is aimed at creating and managing an ecosystem that provides best of its class services to all its ecosystem partners categorized into the following 8 categories:

1. Job Seekers
2. Employers (Govt./PSU/Private employers)
3. Skill Providers
4. Counsellors (Employment exchange officers, Voluntary counsellors etc.)
5. Local Service Providers
6. Placement Organizations
7. Career Centers
8. Other Partners (Employment exchanges, State portals, Private partners and Job Portals)

NCS is accessible from a web based portal, model career centers, employment exchanges, a helpline Number, cyber cafe and mobile devices. Offline forms have also been developed for states having weak internet connectivity & manual data systems. A unique service on NCS portal brings together households with those who offer specialized services for homes like drivers, electricians, plumbers etc. NCS also has a versatile job fair module which facilitates launching the Job Fairs online which are then made available to the general public on the NCS calendar. Further the job seekers and employers wishing to participate in the job fair may register online on the job fair module as available on NCS portal.

NCSP has made available web services/API for the purpose of integration with external agencies facilitating information exchange with external systems. All such external entities which includes employment exchanges, private partners and state employment portals, various government agencies etc. can utilize these APIs for integration with the NCSP.

The key features of the National Career Service (NCS) portal includes:

1. Easy accessibility of employment services like placement, job search, job posting and recruitment to all the stakeholders
2. Enhancing employability of the workforce by providing them information on training & skilling information

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3. Provisioning of career counselling services
4. Nationwide career opportunities in Govt. and Pvt. sector
5. Self-help & assessment tools of capabilities & vocational guidance services to jobseekers
6. Providing information related to job profiles, trends etc.
7. Aadhaar verified candidates/jobseekers database
8. PAN verified employers.
9. Career planning and rich career content on over 3500 occupations across 52 sectors
10. Rich database of skilled job seekers
11. Data Analytics and reporting-NCS uses a very powerful analytics platform with text mining capabilities
12. NCS has partnerships with various private organizations and the data exchange on the portal helps connect job seekers with more number of prospective employers.
13. Grievance Redressal/Call center Operations

Presently, the project is in the Operations and Maintenance Phase with a contract period of 5 years expiring in 2020 for the Implementing agency.

Existing NCS Landscape

Component	Description / Details
Solution Access	<ul style="list-style-type: none"> • Online portal: www.ncs.gov.in
DC-DR Model	<ul style="list-style-type: none"> • System hosted in a DC-DR model from Bangalore (DR) and Chennai (DC)
Hardware	<ul style="list-style-type: none"> • Refer <i>Annexure III : Existing Infrastructure</i> of the RFP
Software	<ul style="list-style-type: none"> • Refer <i>Annexure III : Existing Infrastructure</i> of the RFP
Software Licenses (details can be provided on request)	<ul style="list-style-type: none"> ▪ Database Solution from MS SQL Enterprise Edition 2012 SP3 • Security Products from Symantec Enterprise Edition 12.0 ▪ Mail Messaging Solution from Govt. Undertaking ▪ Reporting Solution from NNMI 10, RUM 9.24,SHR 9.31, OMW 9.0 Application Server Solution from BizTalk 2013, CRM 2013, SharePoint 2013,SAS BI 9.4
Call Center Operations & Application Support	<ul style="list-style-type: none"> ▪ Located at 2 premises (Bangalore and Noida) ▪ 100 seater with a dedicated toll free helpline number ▪ Available 12 hours per day x 6 days of the week from Tuesday to Sunday ▪ Over 20 members in Technical Team for application support ▪ Total 100 call center agents (in 3 shifts) ▪ Multilingual Language Support(over 7 languages including Hindi, English)
Training Support	<ul style="list-style-type: none"> ▪ Conducting stakeholder workshops and training sessions for various stakeholders on functional and technical aspects
Available Documentation	<ul style="list-style-type: none"> ▪ Software Requirement Specification (SRS) ▪ User Manuals for different stakeholders (available online) ▪ Registration Forms (available online) ▪ MIS and Analytics Reports (available online) ▪ Policy Documents (available online)

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Component	Description / Details
Offered services and features	<ul style="list-style-type: none"> ▪ Registration and User profile management of different stakeholders ▪ Job posting and smart job search ▪ Job Fair Module with online registration and calendar ▪ Content Management System ▪ Career Counselling and Self-assessment ▪ Grievance Redressal(web, email, phone) ▪ Rich database of verified stakeholders ▪ Notification Services ▪ Integration with other MOU partners and agencies through APIs

3.4 Vision for new CET Registration System on NCS Portal

Proposed system to be developed by Selected Agency

At present, recruitment to various posts in Government of India is being done by various agencies which includes Union Public Services Commission (UPSC) and the Staff Selection Commission (SSC) and other agencies as well. Every year more than 50 recruitment examinations are being conducted to fill up around 1,25,000 vacancies in government wherein more than 2.5 crore candidates appear. The selection process takes approximately 12-18 months. At present, candidates seeking government jobs have to appear for different examinations after going through separate application process for each examination where similar eligibility conditions have been prescribed. Conducting multiple recruitment examinations creates overload and creates inconvenience to the candidate.

Government of India now proposes to introduce Common Eligibility Test (CET) to be considered as Tier-I examination which will be conducted by SSC to shortlist the candidates for vacancies of Group B Non Gazetted and below posts for CET Examination. The tentative date for this CET has been proposed as February 2019.

CET Registration System on NCS Portal is only a registration body for the candidates and SSC will be responsible for conducting the CET Examination. Once the user registration is successful on CET Registration System, entire user data of the candidates who apply for CET will be shared with SSC in real time for further application processing.

The tentative schedule for CET examinations along with the expected number of candidate registrations for three years is as follows:

Exam	Tentative Year of conducting Exam	Expected user registrations per exam

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CET Graduate Level	Feb, 2019 and every year thereon	1 crore
CET Higher Secondary Level	2020 onwards and every year thereon	1.5 crores
CET Matriculation Level	2021 onwards and every year thereon	2.5 crores

Each of these CET examinations mentioned above will be conducted separately as per the agreed schedule.

The MSP should ensure that the CET Registration System has the capacity to handle 5 crore users from the beginning itself.

In this regard, a managed service provider is proposed to be on-boarded for design, development, deployment, hosting and maintenance of the proposed CET Registration system.

3.5 Stakeholders of new CET Registration System on NCS Portal

Key stakeholders of the proposed system are following:

a) **Candidates:** The Candidates will use proposed system for registration for CET, viewing results and applying for Tier-II examinations based on their results. The candidates will have a user profile through which they will be able to edit or update their profile.

b) **DGE, MoLE:** DGE, MoLE will be owning responsibility of registration for the CET. Other modules of the CET like fee payment, conducting of examination, admit card etc. are out of scope of this system and will be undertaken SSC. The role of DGE, MoLE is to facilitate user registration, publishing of result of CET and all processes around these functionalities. The proposed system has to ensure real time, secure data transfer with systems of SSC and other RAs.

c) **SSC:** SSC will be owning responsibility of conducting the CET. For this, SSC will receive registered user data from CET Registration System. Responsibility of other modules for conducting the examination like fee payment, admit card, conducting CET, grievance redressal etc. lies with SSC

d) **Recruitment Agencies, RAs:** Based on their score in CET, the candidate will have option to apply for Tier II examinations for multiple RAs through their user profile. Once candidate applies for a particular examination for a given RA, RAs will receive complete user data along with CET score from the CET Registration System. Other modules for conducting the Tier II examination like fee payment, admit card, conducting Tier II examinations, grievance redressal etc. will be undertaken by the respective RAs.

3.6 CET Registration System on NCS Portal - Key Modules

The CET Registration System is envisaged to have seven (7) core modules to provide services to its stakeholders and meet the expectations as set out by the Government of India through this RFP. These are:

1. Registration of candidates on CET Registration System
2. Registration of SSC/ Recruitment Agencies (RAs) on CET Registration System
3. Integration of CET Registration System with IT systems of SSC for real time data transfer
4. Publishing of results on CET Registration System
5. Integration with RAs for applying for Tier-II examinations
6. Integration with Existing NCS system
7. MIS and Data Analytics

A summary understanding of the key modules to be designed, developed and implemented by the MSP is as below:

3.6.1 Registration of candidates on CET Registration System

CET Registration System will serve as the registration platform to capture the candidate's data fields required for Tier-I examination application. The registration window for Tier-I examinations is expected to be open for a duration of 1-2 months.

The processes/activities required to be done by the candidate in order to complete the registration are as follows:

- a. Candidate Registration
 - A tentative list of fields for user registration is as follows:
 - i. Candidate Name
 - ii. Father's/ Guardian's Name
 - iii. Mobile Number
 - iv. Email IDThis is a tentative list and will be finalized in consultation with DGE, MoLE at the time of requirement gathering.
 - At the time of registration, mobile number and email id will be verified through OTP/email.
 - The user will be communicated about success/failure of registration through both email and SMS.
 - Once registered, the candidate will be able to fill and save the Common Registration Form (CRF) even if there is no active examination (CET/ Tier II) on CET Registration System at that moment.
- b. Login/Change Password
 - The user will be able to log into the system using the User Name/Password.
 - The candidate will be able to change/reset the password.
 - There should be a sync between the existing NCS System and the CET Registration System on NCS Portal at all times.
 - The candidate will be notified of all such changes through email as well as SMS.
- c. Edit/Update Profile

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- There shall be a provision for the candidate to edit or update their profile information.
- All such changes shall be saved in the system for entire period of the contract.

d. Registration for CET

- Once the details of CET have been posted on CET Registration System, by SSC, the link “Registration for CET” would be made visible to the candidates.
- The candidate would click on “Registration for CET” link.
- The candidate would be prompted to login the system.
- The candidate would first register in case the candidate is not already registered on CET Registration System.
- After successful login, the candidate will be redirected to the CRF to complete the registration.
- The candidate will fill up all fields of CRF and upload the requisite documents. A tentative list of fields of CRF is provided at *Annexure IV: Common Registration Form*.
- The candidate can either partially save the CRF or submit the completely filled CRF.
- There will be a provision for the candidate to preview the CRF details before final submission.
- Once the CRF is submitted, the user’s session will be redirected seamlessly to SSC’s Portal to carry out further activities (completion of the application, fee payment etc.) for successful submission of the application.
- In parallel to the point mentioned above, the user data along with the uploaded documents of the candidates will be shared in real time with SSC.
- The candidate shall be notified about CRF submission through email as well as SMS. The availability of email and SMS services should be in compliance with the SLAs.
- The snapshot of the user data (CRF) along with the documents shared with SSC shall be saved by the MSP.
- The snapshots of the applications and the logs of all the activities shall be maintained by the MSP for the entire period of the contract.

3.6.2 Registration of SSC/ Recruitment Agencies (RAs) on CET Registration System

a. RA Registration

- The RA will be able to register itself for posting the examinations on CET Registration System.
- The system should have the capability to implement workflow based approvals for RA registrations

b. Posting of Exam

- The RA shall be able to post the examination on CET Registration System. Some of the fields to be captured in this Form are listed below:
 - i. Examination Code
 - ii. Examination Title
 - iii. Recruitment Group

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- iv. Qualifying Tier I Examination Code/Name
- v. Qualifying Tier I Score
- vi. Examination Description
- vii. Advertisement URL of their own portal from where the user can get all the required details about the listed examination (URL for examination related information)
- viii. Registration Date: Start and End Date Time Fields
- ix. Examination Date: Start and End Date Time Fields
- x. Indicative No. of positions
- xi. Location
- xii. Minimum Qualification

This is a tentative list and will be finalized in consultation with DGE, MoLE at the time of requirement gathering.

- The system should have the capability to implement workflow based approvals for new examination postings.
- The RA shall be able to view the list of all its examinations and be able to close, copy and edit the details of an existing examination.
- The system shall provide search filters to RAs to filter the list of their examinations.

3.6.3 Integration of CET Registration System with IT systems of SSC for Real time data transfer

- a. CET Registration System on NCS Portal is only a registration body and the CET Examination will be conducted by SSC. Once the user registration is successful on CET Registration System, entire user data of the candidates who apply for CET along with their uploaded documents will be shared with SSC on real time basis and the candidates' sessions will be seamlessly redirected to SSC Portal to carry out further processing. The MSP is required to ensure that the data transfer is secure.
- b. The responsibility matrix for all the examination related activities is as below (For this section, NCS refers to CET Registration System on NCS Portal):

S. No.	Process	Responsibility	Remarks
Tier I Examination (CET)			
1.	Candidate Registration	NCS	
2.	CRF Submission	NCS	NCS will send the CRF details along with the candidate's documents to SSC when a candidate applies for CET. All the eligibility checks to be done by SSC.

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3.	Form B (Additional fields like Location Preference etc.)	SSC	
4.	Payment	SSC	SSC will send payment status to NCS once the payment is successfully made.
5.	Admit Cards	SSC	SSC will send the admit card availability status along with other details like roll number etc. to NCS
6.	Conduction of Examination	SSC	
7.	Publishing Results of	NCS	SSC will share the results of CET digitally with NCS for all the candidates
Tier II Examinations			
8.	Tier-II Examinations	<p><u>NCS responsibilities</u> –</p> <p>Eligibility check for the candidates w.r.t to Tier-I scores only.</p> <p><u>RA responsibilities</u> –</p> <ul style="list-style-type: none"> • Posting of examination on NCS • All activities pertaining to examinations once the candidate details have been shared by NCS with RA 	<p>Based on the eligibility w.r.t the Tier I scores, NCS will send the earlier saved CRF details (during Tier I) along with candidate's documents to RAs post which the candidate will be seamlessly redirected to RA's portal for further actions (Form B and payment etc.). All other eligibility checks will be done by the individual RAs w.r.t their examinations.</p> <p>Once the candidate submits the CRF application, all the</p>

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			<p>activities related to the examination like payment, admit cards, conduction of examination, results etc. will be handled by individual RAs. The RAs will share the status of payment, admit cards availability and results etc. with NCS so that the candidates can be redirected from NCS to RA's portal for the necessary actions.</p>
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- c. SSC will share details like roll number, admit card availability status etc. with CET Registration System during this process. The MSP shall ensure that these details are reflected in candidates' profiles.
- d. Once the Tier-I examination is successfully conducted, SSC will share the results along with other data points like roll number etc. with CET Registration System. The MSP shall ensure that the results are reflected in candidates' profiles.
- e. As there are multiple data transfers between CET Registration System and SSC/RA's IT systems, the MSP shall ensure that all such data exchanges are in real time. Further, MSP shall ensure that confidentiality, integrity and security of the data is ensured at all times including storage and transmission

3.6.4 Publishing of results on CET Registration System

- a. Once the examination is successfully conducted, SSC will share candidate results for Tier I Examination (CET) along with other candidate details with CET Registration System. The candidates will be able to view results for CET in their CET Registration profiles after login.
- b. Similarly, there shall be a provision for all RAs to share the candidate results for their respective Tier II examinations along with other candidate details with CET Registration System. These results will be made available to the candidates in their user profiles on CET Registration System post login.

3.6.5 Integration with Recruitment Agencies (RAs) for applying for Tier-II examinations

- a. The scores obtained by the candidates in CET will be used by multiple RAs in their selection process through specialized Tier-II examinations which will be conducted by individual RAs. Each RA will be able to register on CET Registration System and post Tier II examinations with details like Eligibility criteria, registration start date, registration close date etc. The system should have the capability to implement workflow based approvals for RA registrations as well as new examination postings. The tentative list of RAs with which CET Registration System needs to integrate is as follows:
 - Railway Recruitment Boards (RRBs) – for selection of Railway staff

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- Institute of Banking Personnel Selection (IBPS) – for selection of public sector bank employees
 - LIC/GIC/United India Insurance/ National Insurance Company Limited/ The New India Assurance Company Limited/ The Oriental Insurance Company Limited – for selection of employees in the Government Insurance Sector
 - JS(E/CAO) in Ministry of Defence – in respect of recruitment and provision of civilian staff for service headquarters and inter services organization
 - Intelligence Bureau, MHA – for recruitment of employees
 - Recruitment Directorates of Army, Navy and Air Force – for recruitment of technical braches, women and NCC special entry
 - Central Public Sector Enterprises (CPSEs) – for recruitment of its employees
- b. All the examinations will be made visible in a calendar view to the candidates post login. The system shall enable the candidates to apply for the examinations depending upon the eligibility (w.r.t Tier I scores) of the candidates for those examinations. The MSP will be required to design and develop a rule engine to check the eligibility of the candidates with respect to the examinations posted by RAs. There should also be a provision to capture additional details from candidates, if required.
- c. Once the candidate applies for the Tier-II examination post the eligibility checks, the candidate details along with the candidate’s documents will be transferred in real time to the respective RA.
- d. The candidate shall be notified about application submission through email as well as SMS. The availability of email and SMS services should be in compliance with the SLAs.
- e. The candidate’s session will be seamlessly redirected to the respective RA’s portal for further processes like Form B and fee payment.
- f. The snapshot of the candidate’s details along with the documents shared with RA shall be saved by the MSP. The snapshots of the applications and the logs of all the activities shall be maintained by the MSP for the entire period of the contract.
- g. The RA shall share the details of payment status, availability of admit cards, results etc. with CET Registration System so that this information is visible to the candidates in their user profiles on CET Registration System. The candidates shall be redirected to respective RA’s portal thereon.

3.6.6 Integration with existing NCS system

- a. DGE, MoLE is already managing the NCS Portal (www.ncs.gov.in) with the primary objective of providing a common, centralized platform to provide a wide range of career related services to all stakeholders including job opportunities, career counselling and vocational guidance to the candidates, enriched database of verified job seekers to employers etc. NCS is envisioned to progressively become a “Single Point of Contact for Jobseekers, Employers, Counsellors and Training/Skill Providers”.
- b. In order to achieve this objective, it has been envisaged to leverage NCS platform to provide job opportunities to the candidates appearing for Govt. Examinations. Hence,

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there should be a seamless integration of CET Registration System with the existing NCS System.

- c. All the existing user records of jobseekers to be replicated to the CET Registration System. All the new registrations on NCS system (existing NCS as well as CET Registration) shall be done on CET Registration System and all the users shall be assigned a unique NCS ID. Further, the user data shall be shared with existing NCS System for all job related services. CET Registration System will share the profile and other details of the candidates with existing NCS System in real time. MSP shall ensure that candidate data is shared with existing NCS System in real time and both the systems are always in sync.

3.6.7 MIS and Data Analytics

- a. The proposed solution shall have the capability of Data Analytics. The MSP shall enable DGE and SSC/RAs to provide comprehensive monitoring through Dashboards and reports and Data Analytics. The mechanism should also allow for alerts, reminders, etc. to be sent through a unified dashboard.
- b. The solution must have analytics and dynamic reporting capabilities for activities carried out by DGE and SSC/RAs on CET Registration System. All functionalities should have reporting capability and allow for exportable formats such as pdf, excel etc. The MSP should propose solutions that allow customizations in the reports.
- c. Indicative list of reports envisaged as a part of Data Analytics Solution for Examination module is given below. This list of reports is tentative and will be finalized at the time of requirement gathering.

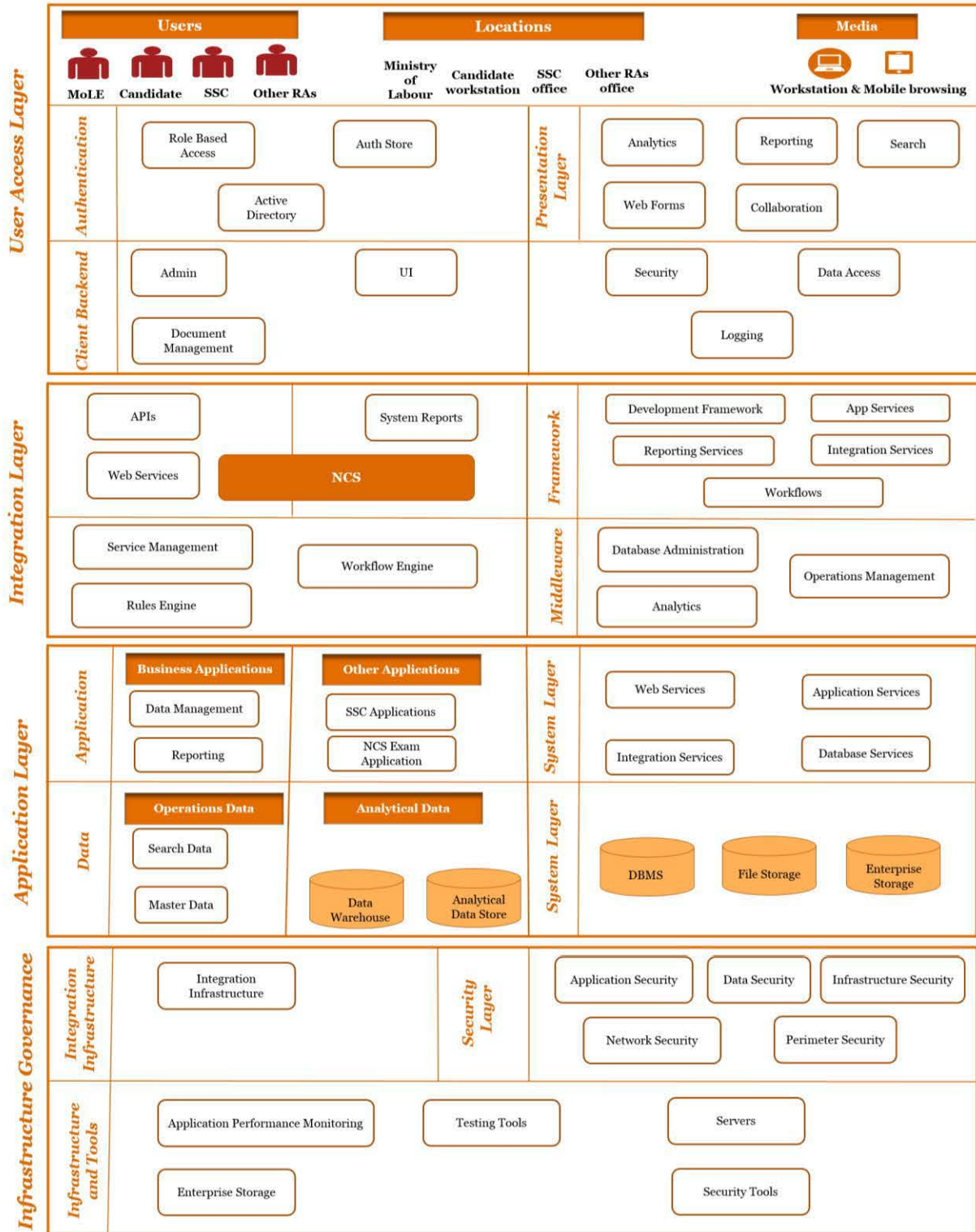
MIS Reports

1. Examination/Vacancy Information Summary
 - by Ministry/Department
 - by Division/Wing/Service
 - by Location
2. Application Information Summary
 - Gender based applications
 - Caste based applications
 - Age group Category based applications
 - Qualification based applications
3. Result Information Summary
 - Intermediate Result Numbers
 - Final Result Numbers

Along with the above indicative list, reconciliation reports would also be generated to be shared with RAs.

3.7 Proposed Solution Architecture

Based on the current and envisioned services to be provided by the CET Registration System the proposed solution architecture is represented below



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The solution architecture proposed above consists of various layers for the envisaged CET Registration System on NCS Portal. The user access layer will provide the application's user interface for seamless user interaction with the system. The application layer will address the business functionality of the proposed system while the integration layer would pertain to integration interfaces and services required across systems for seamless and real time integration. Monitoring for infrastructure would be addressed by the services and components of infrastructure governance layer. Since it is essential for the MSP to ensure security and integrity of data in storage and transmission at all times, hence the security layer which will address essential parameters of security including but not limited to application security, network security, data security, infrastructure security, perimeter security etc. The proposed should have the security feature in form of Security as a Service to be provided as part of PaaS model.

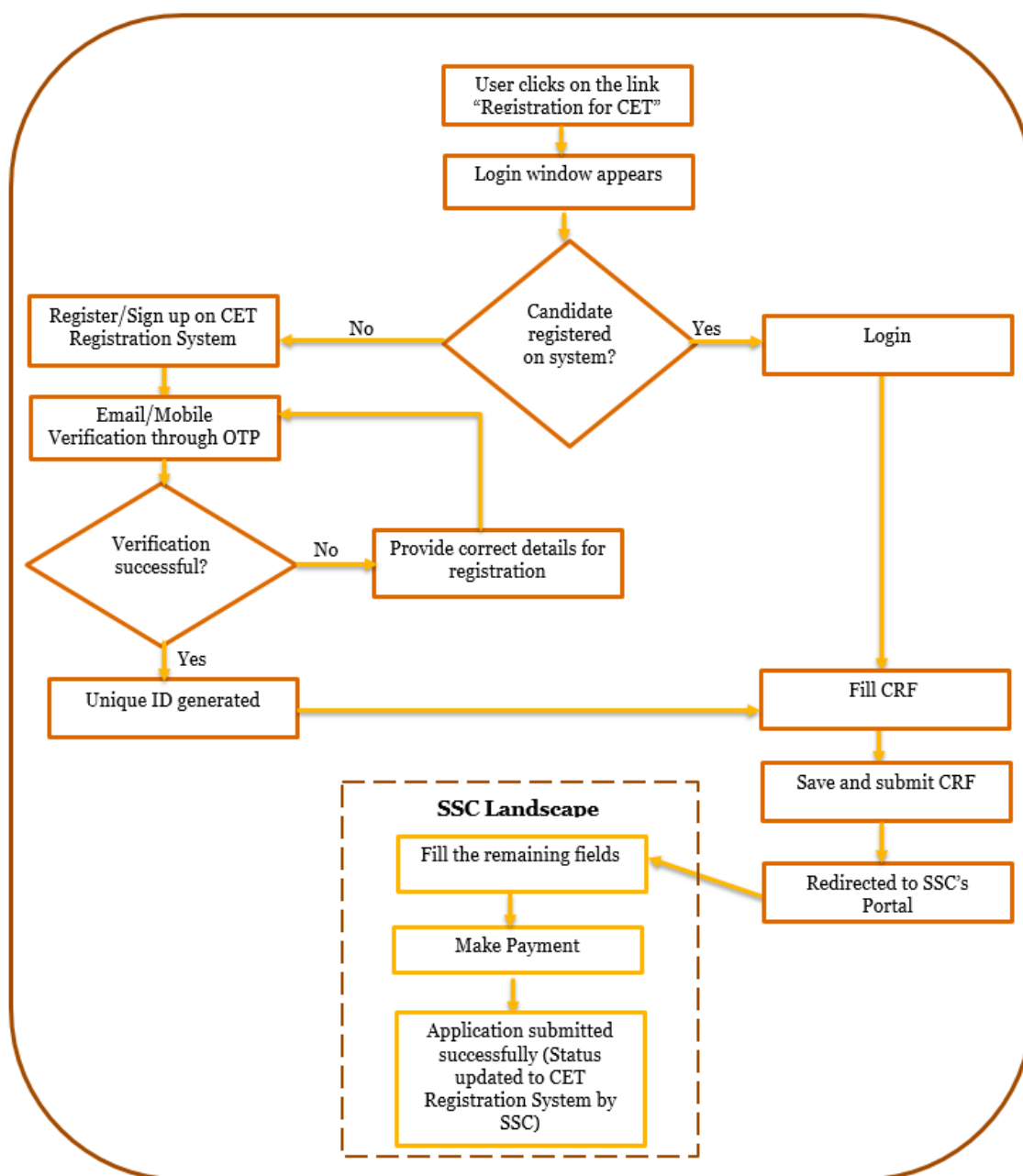
This solution architecture addresses the below requirements for the CET Registration System:

1. Integration approach with the possible Interfaces:
 - i) API Gateway based integration
 - ii) Web Service integration
2. Envisaged Users:
 - i) Candidates for Group B and below Gazetted examinations
 - ii) DGE, MoLE
 - iii) SSC
 - iv) Recruitment Agencies, RAs
3. Client backend will collaborate for following services:
 - i) Document Management system
 - ii) Administration services
4. Below components are envisaged to be part of Presentation layer for CET Registration System:
 - i) Web forms for user registration and application
 - ii) Collaboration and workflow based approvals
 - iii) Search
 - iv) Data analytics
 - v) Reporting – Dynamic MIS reporting for CET Registration system
5. Monitoring services – This section will include the system admin, backup and recovery, data management, monitoring for security, SLA Monitoring etc.

3.8 Proposed Functional Flow

The diagram below depicts the proposed functional flow for CET Registration System on NCS Portal.

CRF Process Flow



CRF Process Flow

The following can be identified as high-level functional and technical requirements that are envisaged to be a part of the proposed solution.

3.8.1 Functional Requirements

1. Registration of candidates on CET Registration System
2. Registration of SSC/Recruitment Agencies on CET Registration System
3. Real Time integration with SSC
4. Publishing Results
5. Integration with Recruitment agencies
6. Integration with existing NCS
7. MIS and Data Analytics

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8. Helpdesk Interface for internal users
9. Common Registration Platform
10. Error Handling and Notification and Alerts
11. Integration with other External Systems

3.8.2 Technical Requirements

1. System Administration
2. User Administration
3. Work-flow Management
4. Business-Rule Management
5. Data Encryption
6. Security
7. Data Quality Management
8. Interoperability and Metadata Standards
9. Management and Monitoring Services
10. Mobile Enablement & SMS Gateway
11. Email Messaging
12. Information Security Management Systems
13. Application Security
14. Role Based Access

Details on the proposed Functional and Non-Functional Requirements are described in Section 16.1 - *Annexure I: Functional and Technical Requirements* of the RFP.

4 Scope of Services

The purpose of this RFP is to select a Managed Service Provider for design, development, implementation and maintenance of the CET Registration System for a period of two (2) years, post Go-Live 0; and with a possible extension of one (1) year followed by another one (1) year mutually agreed between the MSP and DGE, MoLE. Go-Live stages have been defined in this RFP.

Summary of Scope of Services required from the MSP include:

1. Project Planning
2. System Requirement Study & Design
3. Solution Development
4. Solution Testing and Certification
5. Solution Documentation
6. Third Party Code Review and security audit
7. Procurement of Public Cloud Hosting Services
8. Technical Helpdesk Support for resolving queries and bugs (L2 support)
9. Training & Capacity Building
10. Operation & Maintenance
11. Program Governance
12. Solution Audit

13. Exit Management

4.1 Project Planning

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

Deliverable(s):

1. Integrated Project Plan
2. Project Plan Presentation to DGE, MoLE

4.2 System Requirement Study & Design

4.2.1 Requirement Gathering & Analysis

1. Indicative functional and technical requirements (*Annexure I: Functional and Technical Requirements*) provided in this RFP are for the purpose of reference only. MSP needs to perform actual requirement gathering for the proposed solution.
2. The MSP is required to conduct comprehensive discussions with DGE, MoLE and Recruitment Agencies for further elaboration of the functional requirements from a system's perspective and the system's integration with SSC and other RAs. The requirement gathering should cover (but not be limited to) workflows, business rules, validations, regulatory/ legal requirements etc. On the basis of the requirements gathered, the MSP is required to prepare a SRS document.
3. SRS document shall comply with the latest and most relevant IEEE standards.
4. The MSP is also required to prepare a Requirements Traceability Matrix (RTM) to establish the design, development, testing and roll-out of various functionalities and non-functional requirements. It should include mapping of: BRD, FRS, SRS, LLD, Test Cases and Defects and Change Requests.
5. The MSP is required to get a sign-off / approval on the SRS document from DGE/SSC in order to commence the design stage of the project.

Deliverable(s):

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

4.2.2 Solution Design

1. The MSP shall design the solution architecture and specifications to meet the requirements mentioned as part of this RFP. The MSP shall be entirely responsible for the design and architecture of the system implemented to satisfy all requirements as described in this document and subsequently the detailed system requirement specifications as detailed by them, including sizing of the required infrastructure.

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2. Solution architecture description provided in this document is for reference only and the Bidder is expected to provide the best solution which can address the requirements mentioned in this RFP.
3. The system architecture for the integrated solution shall be designed, developed & delivered as per following:
 - i) General Guidelines
 - The solution design should be based on open industry standards and protocols.
 - The solution should be centrally deployed and globally accessed.
 - The solution should provide global interoperability ('Global' refers to interoperability across OEM platforms), scalability, stability, and resiliency.
 - The solution should be developed on the principles of Service Oriented Architecture (SOA) exposing CET Registration services to be seamlessly integrated with RAs.
 - The solution should be modular, scalable and flexible as a true 'Cloud Deployable' solution supporting dynamic scalability and capacity on demand at all layers.
 - ii) Application
 - The solution design should be n-tiered services based architecture for all environments.
 - The solution design should focus on developing workflow and business transaction, rules management, configuration management, independently and loosely coupled.
 - The solution design should be done in such a manner that all components are loosely coupled; ensuring that the application components are treated individually and dependencies are reduced. The MSP should ensure that addition, removal, failure or update of one component has a minimum impact on other components.
 - Effort should be made to develop components separately and then their integration/ interaction mechanism could be defined in a separate component.
 - The MSP should ensure that new versions of services should be backward compatible with at least one or two previous versions so that users of the service can start using new version of the service without mandatorily making changes to their code.
 - The solutions design should provide for service abstraction, to control what part of the service logic of a particular application needs to be private (hidden) and which parts need to be made public (consumable).
 - The solution should not only be modular in nature, but be adaptive to converse with other technology components such as platforms and databases, complete with management suites or with the induction of adaptors and interfaces to support the same.
 - All applications must take into account appropriate security, performance, efficiency and maintainability issues based on the functional, technical and non-functional requirements and the defined SLAs.
 - The IPR for the developed system/solution would be with DGE, MoLE.
 - The ownership of the product licenses would be with DGE, MoLE.

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- Products (if any) which would be part of the solution must be of the latest commercially available Indian version.
- Products (if any) must be supported in terms of upgrades, bug fixes, functionality enhancements and patches to cater to changes to statutory requirements by their respective developer organization till the end of the project.
- The solution must be supported by at least 'N-1' versions of any underlying components. This will be required in case some/other functionalities become non-functional upon deployment on the latest version, or in case a roll-back is required.

iii) Integration

- The solution design should include an 'integration framework' for both internal and external applications and services.
- The integration framework should be SOA enabled.
- The solution design should be designed in such a manner that clear input and outputs are defined in addition to clearly defined error codes.
- The solution should be IEEE compliant supporting asynchronous, synchronous and batch mode, (models of integration), web services, file transfer, SMTP, Mobile (SMS) service delivery, API based integrations, push and pull integrations, published / subscribed methods such as Java Messaging Service, RSS etc.
- The solution should be UNICODE compliant

iv) Data

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

v) Data Security

- The MSP shall design the solution so as to maintain data security at the application, database, messaging, middleware and transit levels.
- The MSP shall design the solution meeting defined security strategies when the applications are accessed from outside the network, integration of solution with other external RA's systems or accessing resources outside the network.
- The MSP shall design the solution to meet requirements of encryption and security for external transaction with partner network and systems.
- The MSP shall design a system with appropriate authentication mechanism adhering to industry good practice
- Procedures for data sharing need to be established. Data integrity during data synchronization needs to be ensured across the enterprise.
- The CET Registration System should have extensive inbuilt security and access control mechanisms. Based on this, the system keeps track of the various functions accessed by any users.

vi) Performance

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- A best of breed solution using the leading technologies of the domain should be proposed in the solution ensuring the highest levels of performance.
 - Solution should support modular design to distribute the appropriate system functions
 - Dedicated schemas for each function making them independent and avoiding delays due to other function accessing the same schema.
2. Platform approach: The CET Registration System should be built as a platform. The proposed solution as a platform is envisaged as a system.
 3. Openness & Vendor neutrality: Adoption of open standards is of paramount importance for the solution to be lightweight, scalable and secure.
 4. As per GoI Policy on adoption of open source software, it is desired that the Bidders propose solutions based on open source technologies as far as possible. However, in case the Bidders propose closed source software, they are expected to provide justification for exclusion of open source technologies in their response.
 5. Security and Privacy: The system should ensure privacy and data integrity but should disseminate data to authenticated and authorized users only. Security and privacy of data within the system has been foundational and is of paramount importance. When creating a system of this scale, it is imperative that handling of the sensitivity and criticality of data are not afterthoughts, but designed into the strategy of the system from day 1.
 6. Scalability: To achieve massive scale, it is critical that technology choices are kept simple, open, multi-vendor, and standards based. Following are key considerations that need to be followed at architecture level from the beginning to ensure technology scale.
 - i) Horizontal scale for compute and storage: The architecture must be such that all components including compute and storage must scale horizontally to ensure that additional resources (compute, storage, etc.) can be added as and when needed to achieve required scale.
 7. Modularity and Interoperability: The system design should be modular. Adoption to Open Standards should work towards the singular goal of interoperability.
 8. Manageability: The solution is expected to handle multiple concurrent registrations and searches. The application architecture should be resilient to failures and have the ability to restart, and make human intervention minimal.
 9. Reliability: It may be necessary to mainly ensure the following:
 - i) Data Integrity
 - ii) Zero loss of data including transaction data and data at rest
 - iii) Unauthorized alteration to the Data uploaded in the DGE, MOLE system should be prevented
 10. Mobile Friendly: The CET Registration System is likely to be accessed increasingly on mobile devices such as mobile phones, tablets and other mobile devices. The proposed solution should be developed in such a manner that it is easily accessible on mobile devices, despite use various platforms / applications / browsers (such as Safari, Google Chrome etc.) for accessing websites / portals. The solution should be designed in such

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a manner that no functionality should be hampered, with reasons attributable to the access from mobile devices.

11. Data Driven Decision Making: All the decisions making in the system should be driven out of data and not on the basis of assumption.
12. Based on the architecture principles and analysed functional requirements, the MSP is required to prepare detailed design documentation for the project. The MSP is required to get a sign-off / approval from DGE, MoLE on the design documents
13. The solution should be able to provide reporting and analytics capability
14. Solution should provide seamless integration capability with external applications (RA portals). The integration channel should support real time data exchange between CET Registration and RAs with heavy concurrency. While doing application development and maintenance the MSP is expected to follow and comply with the processes as per CMMi Level 5 standards.

Deliverable(s):

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

Solution Component

It is preferable to deploy open source solutions to build CET Registration System which is modular, scalable and portable across platforms.

An indicative list of solution component has been provided below. For each solution component, the requirement in terms of Open Source / Bespoke is also given in the table below. All the components should be end to end supported.

S.No.	Solution Component	Type of Component
1	Operating System	Open Source
2	Web Portal (PaaS)	Bespoke/Open Source
3	Web Server (PaaS)	Open Source
4	Application Server (PaaS)	Open Source
5	Database (PaaS)	Open Source
6	Grievance Management (for internal users/SSC/RA)	Bespoke/Open Source
7	Work Flow Management	Bespoke/Open Source
8	Business Rule Management	Bespoke/ Open Source product
9	Email Gateway	-
10	SMS Gateway	-
11	MIS Reporting and Data Analytics	Bespoke/Open Source

Any bespoke development must be done on an open source programming language.

4.3 Solution Development

1. The MSP shall carefully consider the scope of work and provide a solution that best meets DGE, MoLE's requirements.
2. The MSP should develop the CET Registration System with the below considerations:

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- i) The solution should be developed using open source technologies (with end to end support) meeting the requirements of open standards.
3. Bespoke (Custom Development)
 - i) The MSP shall develop components / functionalities which are required to address the DGE, MoLE requirements mentioned in this RFP.
 - ii) The Bidder shall supply the following documents along with the developed components:
 - Business Process Guides
 - Data Model Descriptions
 - Sample Reports
 - Frequently Asked Question (FAQ) guides
 - Any other documentation required for usage of implemented solution
 - iii) IPR for the bespoke application and any customization done in off the shelf product shall lie with DGE, MoLE.
 - iv) The MSP shall implement a system for monitoring the SLAs. The MSP shall ensure that the system addresses all the SLA measurement requirements and calculation of applicable penalties as indicated in the RFP.
4. The MSP shall be responsible for installation of software, database, tools, and any other component required for making the solution successfully operational as per the requirements of DGE, MoLE.
5. The system is to be a centralized installation servicing the entire ecosystem.
6. Based on the approved design, the MSP will undertake development of system. After completion of development, configuration, customization and integration of the solution, MSP shall carry out a trial run.
7. If the need arises and the result is not up to the expectation of DGE, MoLE, further reconfiguration will be done by the MSP in order to close any gaps left in meeting the desired objective.
8. Key project resources should be available at all times during the duration of the project at DGE, MoLE office.
9. Key Volumetric (based on last known data from existing examinations conducted by SSC)

The examination schedule for Tier-I examinations along with the expected number of candidate registrations for three years is as follows:

Exam	Tentative Year of conducting Exam	Expected user registrations
CET Graduate Level	Feb, 2019 and every year thereon	1 crore
CET Higher Secondary Level	2020 onwards and every year thereon	1.5 crores
CET Matriculation Level	2021 onwards and every year thereon	2.5 crores

The solution should be capable to handle 5 crores users from the beginning itself.

10. Compliances to Standards:

- i) The portal component of the solution must meet the latest W3C Specifications.
- ii) Wherever applicable the portal must be in line with latest e-governance standards published by Ministry of Electronics and Information and Technology (Meity), GoI.
- iii) The solution must comply with Guidelines for Indian Government Web Sites
- iv) The solution must be compliant to WCAG guidelines.
- v) Information Security: ISO 27001 compliant
- vi) Cloud Security Standard: ISO 27017 and ISO 27018 compliant
- vii) Operational Integrity & Security Management: ISO 27001 compliant
- viii) IT Infrastructure Management: ITIL Service Management: ISO 20000 specifications
- ix) Project Documentation: IEEE/ISO/CMMi (where applicable) specifications for documentation

The Standard/Certification will be the latest version as at the time of implementation. In case any standard/certification is withdrawn or replaced with a new standard/certification, the MSP has to ensure that the new standard/certification is taken within defined timelines or within 6 months of declaration of such change. The cost required for such certifications will be borne by DGE, MoLE. Cost relating to compliance with the above standards/certification including documentation etc. will be the responsibility of the MSP.

Guidelines and advisories for information security published by Cert-In/ MeitY (Government of India) issued till the date of publishing of tender notice. Periodic changes in these guidelines during project duration need to be complied with.

4.4 Solution Testing, Certification & Code Review

4.4.1 Planning for Testing

1. Once the SRS is approved and design has started, the MSP would prepare all necessary Test Plans (including test cases), i.e., plans for Unit Testing, Integration and System Testing and User Acceptance Testing.
2. Test cases for UAT would be developed covering the end to end flow and business process components and will be reviewed by DGE, MoLE.
3. The MSP should have the Test Plans reviewed and approved by the DGE, MoLE's Management.
4. The MSP is required to make all necessary arrangements for testing (integration, system, functional and user acceptance) including the preparation of test data, scripts where necessary; and procurement and setup of test environments for DGE, MoLE including infrastructure, network connectivity and any other necessary equipment / hardware / infrastructure shall be the responsibility of the MSP.
5. The MSP is required to get a sign-off / approval on the Test Deliverables (Plan, Strategy, Designs and Specifications etc.) in order to commence the testing for the proposed solution.

Deliverable(s):

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

4.4.2 Solution Testing

1. Post unit testing of all components, the MSP would conduct full-fledged integration testing, system testing and functional testing in accordance with the approved Test Plans. This would include exhaustive testing including functional testing, performance testing (including load and stress), scalability testing and security testing.
2. Functional testing will be led by the MSP's domain experts. The MSP shall also ensure review of test results by DGE, MoLE during functional testing, including extensions. Making all necessary arrangements for testing including the preparation of test data, scripts if necessary and setup of test environment (across multiple platforms) shall be the responsibility of the MSP. The extensions are expected to include any proposed service delivery gateways for SMS and email messaging system for email etc.
3. The MSP is required to size all necessary requirements for the purpose of testing.
4. The MSP shall provide complete support to DGE, MoLE or their representatives at the time of user acceptance testing. It would be MSP's responsibility to ensure that all issues raised during UAT are closed and signed-off from respective authority.
5. The MSP shall create test reports from testing activities and submit to DGE, MoLE. In addition, the MSP shall prepare the required test data. The test data shall be comprehensive and address all scenarios identified in the test cases. Test Plans for UAT would be prepared by the MSP and reviewed by DGE, MoLE's domain experts. The MSP will plan all aspects of UAT (including the preparation of test data) and obtain required approvals from DGE, MoLE to ensure its success.
6. The MSP has to perform load and stress testing of the solution. The MSP shall take remedial action based on outcome of these tests. Post completion of the UAT in the staging environment, the MSP shall conduct the load and stress testing on the production environment.
7. The MSP shall ensure that performance testing, load testing, security testing etc. other types of testing are done. The MSP shall benchmark the results of performance testing of the solution with the results that they have published in their bid.
8. All major and minor releases to the solution / application will require multiple rounds of all kinds of testing. The MSP needs to keep in perspective that they are required to factor for such releases for the duration of the project and quote appropriately in the commercial format.
9. Should provide End-to-End system performance analysis based on defined SLAs. Should monitor resource utilization including memory leakage, CPU overload and network overload.

Deliverable(s):

1. Test Execution Summary Reports
2. Defect Reports
3. User Acceptance Reports
4. Test Log & Test Data
5. Trouble Shooting Manual
6. Load and Performance Testing Report

4.4.3 Third Party Code Review and Security Audit

1. The MSP is required to get a Third Party Code Review done for the developed solution.
2. All costs related to the third party code review shall be borne by the MSP.
3. The code review shall include but not be limited to:
 - i) Defect count starting UT till UAT
 - ii) Functional coverage
 - iii) Coding Standards compliance
 - iv) Performance parameters being considered at all the tiers of the solution
 - v) Modularity being maintained
 - vi) Batch job scheduling and kick off parameters
 - vii) Performance and load test results review
4. Planning for the Third Party Code Review needs to be done in consultation with DGE, MoLE. The MSP needs to update all relevant documentation and make available the latest source code for the purpose of third party audit.
5. The cost of rectification of any recommendations shall be borne by the MSP.
6. The MSP should carry out an Information security audit on IT infrastructure and functional application audit in line with ISO-27001:2013 guidelines by a third party CERT-IN empanelled auditor and submit the report to DGE, MoLE.
7. All suggestions and recommendations that are required to be incorporated as a result of the third party audit shall be the responsibility of the MSP.

Deliverable(s):

1. Third Party Code Review Report
2. Analysis Incorporation Summary Report
3. Information Security Audit Report

4.4.4 Third Party Certifications

1. DGE, MoLE intends to get the developed solution tested for functional, technical and operational requirements and information security audit (ISO 27001, ISO 27017, ISO 27018) from STQC and CertIN empanelled vendors.
2. The cost of such certifications / testing will be borne by DGE, MoLE, but the MSP is expected to coordinate and support the vendors selected to conduct these testing and certifications.
3. All agreed observations, comments, suggestions, etc. as prescribed by these vendors will need to be incorporated in the solution by the MSP at no additional cost.
4. The MSP should also close all vulnerabilities, observations & recommendations of such an audit and the cost of closure of all such audit vulnerabilities, observations & recommendations to be borne by bidder.
5. Functional audit should cover at least the following (but not be limited to):
 - i. User Authentication:**
 - i) Review of User Account Management
 - ii) Privilege Management and Access Restrictions User ID Scrutiny and Evaluation
 - ii. User Authorization:**
 - i) Segregation of Duties
 - ii) Evaluating Access Controls

iii) Critical Access Review

iii. Auditing & Logging:

- i) Recording of security events for future investigations and access control
- ii) Change Management Review
- iii) Modifications done to the programs and the configurations
- iv) Segregation between the development and production
- v) Testing process
- vi) Quality assurance

iv. Configuration Management

- i) Verification and evaluation of configurations relating to business processes

- 6. The final report is to be submitted immediately upon completion of the activity. Presentations on the report, its findings, conclusions and recommendations need to be made to DGE, MoLE's Management and to other audience, if required.
- 7. Confidentiality: All documents, information and reports relating to the assignment would be handled and kept strictly confidential and not shared/published/supplied or disseminated in any manner whatsoever to any third party.

4.4.5 Solution Documentation

- 1. The MSP shall document all the installation and commissioning procedures and provide the same to the DGE, MoLE within one week of the completion of that milestone (i.e. when the system is made available to the users).
- 2. The MSP shall be responsible for preparing process documentation, user manuals relating to operation and maintenance of the solution. The process documents shall be formally signed off by DGE, MoLE.
- 3. Each process document shall clearly define the roles and responsibilities, detailed steps for execution the defined task, detailed configuration steps etc.
- 4. DGE, MoLE expects the MSP to document the operations and management processes as per the ISO 20000-1:2011 or relevant latest standard as on date of publishing of this RFP.
- 5. The MSP must ensure that complete documentation of CET Registration System is provided with comprehensive user manuals, and adhere to leading documentation practices/ guidelines. The following documents are the minimum requirements but not limited to:
 - i) Detailed & Integrated Project Plan
 - ii) Functional Requirement Specifications
 - iii) Software Requirement Specifications
 - iv) Requirements Traceability Matrix
 - v) High Level Design, Low Level Design and Architecture / Design Documents
 - vi) Detailed Test Plan including methodology, schedule, resources, tools, procedures, environment definition, test cases, and software test results
 - vii) Communications Plan listing roles and responsibilities of stakeholders
 - viii) Deployment manual, as applicable
 - ix) Interface Control Document, documenting the interface characteristics of one or more systems and documents & agreements between interface owners.

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- x) Systems Manual detailing the data structure, table, forms and report structures.
 - xi) Operations Manual providing instructions for installing the application, troubleshooting, interpreting message logs, and FAQs (Frequently Asked Questions).
 - xii) User Manual (both online and paper copies) providing detailed instructions on how to use the software.
- A Data Dictionary listing out all the data elements shall be prepared.

4.5 Procurement of Cloud Hosting Services

It is envisioned to have a cloud based DC and DR for seamless operations of CET Registration System. As like DC, the DR should also be located in India and in a different geographical location. Following considerations need to be addressed while choosing the Cloud Service Provider for CET Registration System:

1. The Cloud Service Provider must be empanelled by GOI MEITY
2. As the Cloud Platform is to be designed for growth, scalability and volume spurts, public cloud platform needs to be considered as the solution
3. The proposed cloud solution must exhibit end to end managed services characteristics
4. Conform to at least Tier III standards or equivalent
5. Cloud platform should be certified for the latest version of ISO 27001: 2013 and 27017/ 27018
6. Cloud platform should be compliant for PCI Data Security Standards
7. Cloud platform should be compliant for applicable standards of Business Continuity Management
8. Reports of periodic third party inspections/audits and the certifications should be available
9. Compliant with IT Act 2000 (including 43A) and amendments thereof
10. The PaaS solution proposed as part of technical solution must have components such as portal, DB and App

Major principles for the technology layer for CET Registration System.

- i. The solution shall be designed for growth and adaptability
- ii. The cloud based PaaS solution should be designed to support performance, scalability and availability. The solution must provision for rule based dynamic scalability for the defined quantum of VMs
- iii. The cloud solution must deliver and manage programming languages, frameworks, libraries, services and tools for application deployment
- iv. The applications must be accessible from various client devices either through a web browser or an API
- v. PaaS should include OS, databases, middleware, software tools and managed services, in a multitenant environment

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- vi. The focus of PaaS solution should be on rapid development and deployment while scalability, availability and security etc. are managed by PaaS
- vii. Integration with underlying infrastructure through APIs
- viii. PaaS must support the software layer through runtimes where applications can be deployed and provision for publication of such services
- ix. Software and Infrastructure should conform to defined standards that promote interoperability for data, applications and technology.
- x. Web Services /Open API's for information exchange and granular services between components of CET Registration System within and outside the Cloud Infrastructure.

The minimum specified scope of work to be undertaken by the MSP for supply, installation, Commissioning for Cloud Infrastructure is mentioned below:

- i. Finalize the deployment architecture/layout
- ii. Procurement, supply, installation & commissioning of all the components & sub components including all necessary hardware & software (Platform as a Service) in a virtualized form and readily available for consumption. The MSP has to ensure that the solution shall work as desired and the MSP is also responsible to supply and install any other components that is inadvertently missed out but required for the overall solution to work, without adding any line item in the Bill of Material.
- iii. This implementation shall comply with all the functionalities and conform to the agreed deployment/implementation architecture. It shall be noted that any customization / API development that is carried out by the MSP for such implementation will have to be supported for the same duration of support applicable for the overall solution.
- iv. The necessary server, operating system, database and any other required Licenses for Cloud Solution etc. shall be provisioned by the MSP on its own and cost of the same would be built-in in the cost of the proposed Solution.
- v. All the environments are to be deployed on the public cloud PaaS
- vi. The environment of public cloud shall comply with the respective Provisional Empanelment Compliance Requirements published by Ministry of Electronics Information and Technology, Government of India
- vii. Each of the environments mentioned above should be logically isolated, i.e., separate from the production environment in a different VLAN.
- viii. The MSP shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage for hosting CET Registration System applications.
- ix. The MSP shall be responsible for provisioning of adequate Internet Bandwidth and connectivity at the DC & DR, including termination devices, for end users to access CET Registration system application.
- x. The Bidder shall offer DR as a service for all resources offered on primary DC site. The MSP shall be responsible for provisioning of bandwidth for replication of data between the DC site and DR Site.
- xi. The infrastructure provisioned must be scalable and shall allow addition/reduction cloud resources on demand basis through a user-friendly dashboard.

MSP will ensure that at no time, any data of CET Registration System be ported outside the geographical limits of the country. MSP shall be responsible for monitoring and administering the network within the cloud infrastructure.

4.5.1 Hosting Services

1. Cloud hosting services are required during the pre-go-live phase of the project, to allow for various functional, performance and security testing of the developed solution; and subsequently for the full duration of the project to host the solution.
2. The MSP has to provide the public cloud hosting services for both data centres (Data Centre and Disaster Recovery Centre). The DC and DRC should be in different geographical locations in India. The DC and DR should comply with at least Tier III standard.
3. The space allocated for hosting the infrastructure in the DC and DRC should be secure, and exclusively earmarked. There should be physical and logical separation (of space and networks) to protect data, applications and servers. It is required that DGE, MoLE traffic be separated right from the ports at the ISP.
4. The MSP shall also provide staff, technical and supervisory, in sufficient numbers to operate and manage the functioning of the DC and DRC with desired service levels. The MSP shall be responsible for provisioning of the necessary underlying software, infrastructure, and data center services for deployment of the CET Registration System.
5. The infrastructure required for hosting the CET Registration System shall be provisioned as PaaS (Platform as a Service) from a cloud service provider.
6. For all other system software that is not procured as a service from the Cloud Service Provider, the MSP shall procure, implement and maintain the same along with the ATS from the OEM as per the requirements in the RFP. E.g. Document Management System
7. The MSP shall be completely responsible for the sourcing, installation, commissioning, testing and certification of the necessary software licenses and infrastructure required to deploy the solution on the public cloud at the DC and DRC. The MSP shall ensure that support and maintenance, performance and up-time levels are compliant with SLAs.
8. The MSP shall be responsible for adequately sizing the necessary compute, memory, and storage required, building the redundancy into the architecture (including storage), and load balancing to meet the service levels mentioned in the RFP. It is expected that the MSP, based on the growth in the user load (peak and non-peak periods, volume surges; and year-on-year increase) will scale up or scale down the compute, memory, and storage requirements to support the scalability and performance requirements of the solution and meet the SLAs.
9. The MSP is expected to carry out the capacity planning in advance to identify & provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution. There should not be any constraints on the services during the Critical Time.
10. The MSP shall ensure that effective remote management features exist in solution so that issues can be addressed by the MSP in a timely and effective manner. All technical specifications, documentation generated during design, installation and commissioning phase shall be provided to the DGE, MoLE.

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11. The public facing services shall be deployed in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer.
12. In addition to the production environment in the Primary DC, the MSP should setup the development, staging training environments on the cloud at the primary data center facility. The environments should be a secluded environment in a different VLAN than the production environment and setup such that users of the environments are in separate networks.
13. The Disaster Recovery Site will not be performing any work but will remain on standby. During this period, the compute environment for the application in DRC shall be available but with minimum possible compute resources required for a functional DRC as per the solution offered. The application environment shall be installed and ready for use. DRC Database Storage shall be replicated on an ongoing basis and shall be available in full (100% of the DC) as per designed RTO/RPO and replication strategy.
14. In the event of a site failover or switchover, DRC site will take over the active role, and all requests will be routed through that site. Application data and application states will be replicated between data centers so that when an outage occurs, failover to the surviving datacenter can be accomplished within the specified RTO. This is the period during which the compute environment for the application shall be equivalent to DC. The installed application instance and the database shall be usable and the same SLAs as DC shall be provided.
15. The use of this Full Compute DRC environment can be for specific periods during a year for the purposes of DC failure or DRC Drills or DC maintenance. The Database and storage shall be of full capacity and the licenses and security shall be for full infrastructure.
16. The bandwidth at the DRC shall be scaled to the level of DC. Internal and external users of CET Registration System should be routed seamlessly from DC site to DRC site. MSP shall conduct DRC trial for ten (10) days at the interval of every three months of operation wherein the DC has to be deactivated and complete operations shall be carried out from the DRC Site.
17. However, during the change from DC to DRC or vice-versa (regular planned changes); there should not be any data loss. MSP shall clearly define the procedure for announcing DRC based on the proposed DRC solution. The MSP shall also clearly specify the situations in which disaster shall be announced along with the implications of disaster and the time frame required for migrating to DRC. The MSP shall plan all the activities to be carried out during the Disaster Trial and issue a notice to the DGE, MoLE at least two weeks before such trial.
18. The proposed public cloud hosting services should allow for termination of dedicated leased lines from various institutions for peer to peer connectivity, in addition to the available modes of communication.
19. The MSP has to provide compliance undertaking for both DC & DR every year indicating the compliance to the Tier III standards. DGE, MoLE may audit the facility to verify the compliance.
20. At no point in time during the duration of the project shall any data of the CET Registration System be shared under any circumstances with any agency or government except SSC or any other RAs as applicable/ mandated by DGE, MoLE. Any requests for data from any agency or government should be immediately and compulsorily are intimated to DGE, MoLE. The MSP has to give an undertaking to this

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respect assuring, privacy, confidentiality, security and availability of data. Undertaking should be as prescribed in *Form XXVI: Undertaking on maintenance of confidentiality of CET Registration System data.*

21. The MSP has to provide DC and DRC services on public cloud considering all the application services being accessed from the DC should be accessed from DRC in case of non-availability of DC. Keeping all the security and performance parameter intact including the below services:
 - i) RPO should be less than or equal to 15 minutes
 - ii) RTO shall be less than or equal to 15 minutes
 - iii) The key transaction data shall have RPO of 15 minutes. However, during the change from DC to DRC or vice-versa (regular planned changes); there should not be any data loss.
 - iv) There shall be asynchronous replication of data between DC and DRC and MSP shall be responsible for sizing and providing the DC-DRC replication link so as to meet the RTO and the RPO requirements.
 - v) DRC Drill simulation exercise per month (during implementation phase) / quarter (during operations & maintenance phase)
 - vi) DRC Drills per quarter (for entire contract duration)
 - vii) Every EoD code synchronization with DRC site
 - viii) Daily, Weekly and Monthly backups (as applicable) to be shipped to DRC
 - ix) Monthly backup's restore testing results to be shared
 - x) Shared Firewall and IPS traffic analysis daily reporting

4.5.2 Hardware & System Software

1. The MSP (via the CSP) will have to procure, install, configure and commission central dedicated servers and other hardware and system software components, including network and security components at DC, as required for CET Registration System for its hosting and operation.
2. The MSP shall be responsible for procurement and maintenance of all components of PaaS and underlying infrastructure
3. Infrastructure Requirements Study & Finalization of BoM
 - i) The MSP shall perform a detailed assessment of the requirements discussed in the RFP, the number of locations, users, transaction volumes and assess the infrastructure requirements for operationalization of the CET Registration System and to provide the services in conformance with the SLA.
 - ii) While assessing the core IT infrastructure requirements for the solution, the MSP shall ensure that the proposed solution supports the necessary performance requirements.
 - iii) It is to be noted that the MSP is required to perform necessary sizing of IT infrastructure required for implementation of CET Registration System and to maintain the performance of the systems in line with the SLAs provided in the RFP. However, the PaaS solution proposed by the MSP shall ensure necessary scalability and performance requirements
 - iv) During the entire duration of the project, the performance of the system should not get affected on account of the installed PaaS solution limitations due to the rapid growth in the transaction volumes on the platform. The MSP is required to provision for rapid upscaling and deployment of the necessary infrastructure

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at no additional cost to DGE, MoLE (For e.g. Additional servers, storage space etc.).

4. CET Registration System
 - i) The MSP shall design, host and maintain an integrated CET Registration System on NCS Portal for DGE, MoLE and all stakeholders.
 - ii) The MSP will need to make suitable arrangements like procurement of web servers, registration of domain name etc. for hosting of the above (as applicable). MSP must take this into consideration while proposing the BoM for the CET Registration System.
5. IT Infrastructure Installation & Operations
 - i) The MSP shall be responsible for operationalization of the supporting IT infrastructure for CET Registration System at DC and DRC site.
 - ii) The MSP is required to make the solution perform with an operation and maintenance period of 2 years post Go-Live 0 with a possible extension of 1 year followed by another one (1) year, based on mutual agreement between MSP and DGE, MoLE.
 - iii) The MSP shall submit validation/audit statement from OEM for the products that have been proposed for relevance and correctness with respect to their product.
 - iv) The MSP has to develop and implement a data retention and archival policy in consultation with DGE, MoLE.
 - v) On deployment underlying of the hardware and system software as part of PaaS at the DC, the initial acceptance testing will be done by MSP and a self-certification will be submitted by MSP to DGE, MoLE covering these parameters:
 - Physical verification of equipment as per the agreed BoM with DGE, MoLE.
 - Physical inspection of the equipment for any physical damage.
 - “Power on self-test” for all equipment to ascertain that no equipment is dead on arrival
 - Physical verification of software media, Licenses and documentation for warranty support
 - All these testing would be done for hardware and software supplied for Development, Test and Production instances.
6. Apart from the above, the MSP needs to submit a detailed Installation & Commissioning Report clearly indicating the installation of H/W, S/W, cluster configuration of servers, Network, O/S parameters Disks Layouts, RAID Configuration, Detailed Connectivity Diagram, details of all supplied software installation with key parameters etc. Without submission of detailed installation document, installation shall be considered as incomplete.

4.5.3 Network Connectivity

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

Location	Bandwidth	Accessibility	Network Hardware
Data Centre	To be sized by MSP	Internet	<ul style="list-style-type: none"> ▪ To provide Router and other networking & security equipment required to provide this connectivity.

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Location	Bandwidth	Accessibility	Network Hardware
			<ul style="list-style-type: none"> ▪ The routers should have all necessary hardware/software to enable connectivity and for it to provide the requisite information to NMS for reporting. ▪ Routers shall be installed for hardware redundancy with auto switch over configuration.
Disaster Recovery Centre	To be sized by MSP	Internet	<ul style="list-style-type: none"> ▪ DR Centre should support interfaces with all the project locations that are connecting to the Data Centre. ▪ Should not degrade performance of the network ▪ The routers should have all necessary hardware/software to enable connectivity and for it to provide the requisite information to NMS for reporting.
DGE, MoLE Office	To be sized by MSP	Internet	<ul style="list-style-type: none"> ▪ All necessary hardware/software to enable connectivity and to provide the requisite information to NMS for reporting. ▪ Any hardware should not be End of Sale or End of Support during the project duration. ▪ Internet connectivity

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

4.6 Technical Helpdesk

1. The MSP shall establish and provide central helpdesk facility for DGE, MoLE, SSC and RAs for handling issues/feedback related to CET Registration System. The MSP shall develop a ticketing module wherein all the bugs, errors, service requests from other

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integration partners will be identified and resolved. Each case/ticket will be assigned a ticket no. or case id, severity and priority levels.

2. The Helpdesk service will serve as a single point of contact for all application, hardware and network related incidents and service requests related to CET Registration System. The Helpdesk shall provide troubleshooting services including maintenance for overall CET Registration System stabilization, defect resolution, solution maintenance, system administration, availability & performance issues, security administration, database administration, data archival administration, user administration and end-user problem resolution.
3. The operational support will have to be provided 24X7 throughout the duration of the project, through a suitable helpdesk system, to ensure that the solution is functioning as intended and that all problems associated with operation are resolved satisfactorily.
4. The MSP is required to provide necessary channels for reporting issues to the help desk. The incident reporting channels could be the following:
 - i) Specific E-Mail account
 - ii) Portal – A web based functionality for service desk tool for registering incoming issues and escalating to appropriate team for resolution.
5. Implement an issue logging system in line with the severity levels as per the SLAs.
6. Creation of knowledge base on frequently asked questions to assist user in resolving basic issues themselves.
7. Services in this area include, but are not limited to, the following:
 - i) Logging all the tickets, classifying them and render helpdesk support
 - ii) Assigning the ticket for appropriate action, within the stipulated time.
 - iii) Tracking the ticket till closure and ensure SLA adherence by service providers and vendors.
 - iv) Generate reports on a daily, weekly and monthly basis. Generate exception reports.
 - v) Provide the need-based ad-hoc reports.
 - vi) Interact with DGE, MoLE, SSC and other RAs
 - vii) Ensure adherence to escalation processes.
8. It is expected that successful vendor shall bring his services desk tool at no additional cost to DGE, MoLE. The service desk tool should track SLAs as mentioned in this RFP. The service desk tool should:
 - i) Comply with ITIL compliant service delivery.
 - ii) Track & record help desk jobs. (Monitor Helpdesk effectiveness in real-time)
 - iii) Have basic features for ticket management such as below,
 - Update & close jobs / Tickets
 - Place jobs / tickets on “Hold”
 - iv) Have a ticket auditing facility which will give a history of the ticket
 - v) Assign priorities to Jobs / Tickets.
 - vi) Specify & track target job completion status based on various factors as, Dates, Priority etc.
 - vii) Services desk tool should have capability to categorize the jobs as per the structure of a problem ex: Server related problem should assign to hardware team.
 - viii) Service desk should have a “SLA” mapping / monitoring & tracking feature. (When a ticket is raised, Target Helpdesk calculates the most relevant service level agreement according to the issue and any asset identified)

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- ix) Time and duration spent on each ticket.
 - x) Have inbuilt “Escalation Matrix” which help for the notification purpose to operators & users about their tickets.
 - xi) Maintain Asset information.
9. Enterprise Management System apart from service desk setup should deliver the following:
- i) Utilisation monitoring and logging for network and all hardware components
 - ii) Availability monitoring and logging for the applications and website
 - iii) SLA monitoring for the SLAs defined in this RFP
 - iv) Network availability and monitoring for utilization and latency
 - v) Application response time calculation
 - vi) Security event correlation tool
 - vii) A unique Trouble Ticket Number should be created and assigned for any fault and current status must be track-able. Threshold Alarms to be generated if the performance of the network degrades below a threshold value.
 - viii) The Tools should provide an online central console for on-line real-time monitoring of network availability and key network parameters like utilization, errors, and trouble ticket information, Service Levels etc.
 - ix) Help Desk should be directly and automatically integrated with Network management System so that automated trouble tickets get generated through the Help Desk whenever Network management Software receives a qualified alert. Similarly when Network Management Software detects that the fault has been restored then the trouble ticket generated in Help Desk earlier should be automatically closed and history of the same ticket should be maintained for viewing.
10. The MSP needs to provide the 5 resources as Helpdesk agents for first year of O&M phase. The requirement will be reassessed from second year onwards.
11. The MSP will also submit an escalation matrix to DGE, MoLE on the procedure for resolution of different types of issues/error/bugs and implement the same
12. The helpdesk agents deployed by the MSP should have the following minimum criteria:
- i) Graduate in any discipline
 - ii) At least three (3) years of experience in Technical Support (software, hardware, network etc.) , Training & Handholding
 - iii) Good knowledge of computer (MS Office, Word, Excel and Power Point) and Networking/LAN/Hardware functions
 - iv) Good communication skills (oral as well as written)
 - v) Good understanding in the components of the solution deployed
 - vi) Fluent with English and Hindi

4.7 Training & Capacity Building

1. The following is included in the scope of work of MSP:
 - i) Development of Training plan and strategy
 - ii) Preparation of training material including web-based trainings – audio/video, presentations, Functional flow documents, FAQs, etc. and periodic updates to these artefacts.
 - iii) Relevant training material hard copies to be provided to attendees.
2. Typical content of training (containing but not limited to):
 - i) Session I: Introduction to CET Registration System on NCS Portal

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- ii) Session II: Functional Training
- iii) Session III: Technical Training
- iv) Session IV: Feedback
3. Training will be required for the following stakeholders:
 - i) DGE, MoLE officials
 - ii) SSC and other Recruitment Agencies
 - iii) Training to selected master trainers
4. MSP should nominate personnel who have the right mix of technical and domain experience to impart the training.
5. The estimated number of trainings sessions are 20
6. The MSP is required to ensure continued training for DGE, MoLE and other stakeholders during the tenure of project. Trainings will be conducted for each RA, as and when they are on-boarded. At least two persons to be dedicated for training activities which will cover the functional training, application related training, process details, etc. The expertise of the training person can be decided mutually between DGE, MoLE and MSP. These trainings can be arranged any time after UAT till completion of the project.
7. The MSP is required to periodically update all training material and relevant documentation.
8. The MSP is required to consider for cost of travel and accommodation of its officials to training venues across India in the cost for training. No other payment would be made for such expenses.
9. DGE, MoLE will provide space for the training including projectors required.
10. Prepare Training Schedule: A detailed training schedule will be prepared by MSP after consultation and approval from the DGE, MoLE. Any updation in the training schedule shall require approval by DGE, MoLE at least 30 days before the conduct of training.
11. The MSP shall submit the training content to DGE, MoLE for approval. It shall be submitted at least 20 days in advance before the conduct of the training. DGE, MoLE will review and provide comments to MSP on the training content within 7 days of the submission of draft training content. MSP shall incorporate and implement changes suggested by the DGE, MoLE in training delivery and content.
12. The training venue for carrying out the trainings will be provided by DGE, MoLE.
13. Cost of travelling of participants for attending the training will be borne by DGE, MoLE. However, the cost of trainer provided by MSP for conducting the training shall be borne by MSP.
14. MSP is required to arrange for all equipment, software, hardware etc. required for the training, at no cost to DGE, MoLE.
15. Providing hard copies of training material to participants shall be responsibility of MSP and the cost for the same must be included in the training costs as proposed by bidder in their proposal (submitted against this RFP).
16. DGE, MoLE shall be responsible for identifying the participants for the training.
17. Primarily the trainings need to be delivered in English. MSP shall provide trainers who are also conversant with Hindi.

Deliverable(s):

1. Training schedule
2. Training content

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4.8 Operations and Maintenance

The MSP will operate and maintain all the components of the CET Registration System for a period of two (2) years from the date of Go-Live o till the end of the project. The O&M will include the following parts:

4.8.1 Solution Maintenance

1. The CET Registration System solution maintenance and support services shall be provided for all components mentioned in this RFP by the MSP.
2. The MSP shall be required to provide operational & maintenance services for Solution including, but not limited to, production monitoring, troubleshooting & addressing the functionality, availability & performance issues, implementing any system change requests, addressing the incidents/problems raised by the users for problems/bugs in the application etc.
3. The MSP shall develop the solution meeting the requirements defined by the DGE, MoLE from time to time based on functional, administrative or legislative priorities, perform any changes and upgrades to applications as requested by the DGE, MoLE.
4. Tuning of application, databases, third party software's and any other components provided as part of the solution to optimize the performance.
5. MSP shall perform (at no extra cost) all changes, bug fixes, different reports of DGE, MoLE, error resolutions and enhancements that are incidental to proper and complete working of the application till the end of stabilization phase.
6. Updated SRS with the changes incorporated till stabilization will be considered as the baseline
7. For CSP services, the CSP has to ensure that the components of cloud services are updated/ upgraded for the latest version to support the application. The MSP & CSP shall provide proof of the update/ upgrade on annual basis.
8. All minor changes to the solution arising due to statutory, regulatory, legal and government will be implemented free of cost by the MSP during contract period.
9. The MSP shall be responsible for the Release Management for the interim releases of the application
10. MSP is responsible for centralized version control and configuration control of the application
11. The MSP shall provide continuous and indefinite support through on-site team/telephone/E-mail as required.
12. MSP is responsible for updating and maintenance of all Solution documents (including user manuals, training manuals etc.)
13. MSP is responsible for change request management based on feedback from the users or the initiative of the MSP. All planned changes to the application, especially major enhancements and changes in functionality post stabilization phase, shall be coordinated within established Change Control Processes.
14. The MSP will define the Software Change Management in line with Section 6 and obtain approval for the same from DGE, MoLE. For all proposed changes to the application, the MSP will prepare detailed documentation including proposed changes, impact on the system in terms of functional outcomes/additional features added to the system, etc.
15. The MSP shall address all the errors/bugs/gaps in the functionality offered by solution at no additional cost during the operations & maintenance period.

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16. For performing of any functional changes to system that are deviating from the signed-off Functional Requirements/System Requirements, a separate Change Proposal Form shall be prepared by MSP and the changes in the software shall be implemented accordingly post stabilization. The time period for implementation of change shall be mutually decided between MSP and DGE, MoLE.
17. Any changes/upgrades to the software performed during the operations & maintenance phase shall be subjected to the comprehensive & integrated testing by the MSP to ensure that the changes implemented in the system meets the desired and specified requirements of the department and doesn't impact any other function of the system. MSP shall provide development, staging, testing and production environments.
18. The MSP will inform the DGE,MoLE (at least on a monthly basis) about any new updates/upgrades available for all software components of the solution along with a detailed action report. In case of critical security patches/alerts, the MSP shall inform the DGE immediately along with any relevant recommendations. The report shall also contain the MSP's recommendations on update/upgrade, benefits, impact analysis etc. The MSP needs to execute updates/upgrades through a formal change management process and subsequently update all documentations and Knowledge databases etc. The MSP will carry out all required updates/upgrades at no additional cost.
19. For providing support, the MSP shall assign a dedicated support team to be based at the DGE's location as a single point of contact for resolution of all application related issues. This team will receive and resolve all the application related tickets/incidents. In the technical proposal, the MSP needs to provide the proposed application support team structure including the number of team members proposed to be deployed along with roles and skills of each. The Application support team shall comprise of the MSP's employees.

4.8.2 Web-based SLA Monitoring Tool

1. The MSP will customize a commercially available web-based SLA Monitoring Tool.
2. The MSP shall implement the SLA Monitoring System to measure performance against each of the indicators listed under SLAs specified in the RFP. The SLA Monitoring system implemented by MSP shall be reviewed by DGE, MoLE before usage.
3. The MSP shall ensure that proposed SLA monitoring system addresses all the SLA measurement requirements and enables calculation of eligible compensation to the MSP on a quarterly basis, including the penalties as specified in the SLA.
4. The SLA monitoring tool should be able to monitor all the service levels defined in the service level agreement.
5. The proposed tool should provide comprehensive and end-to-end management of all the components for each service including network, systems, application and Infrastructure.
6. The proposed SLA monitoring tool should automatically document problems and interruptions for CET Registration System services and provide the consolidated violations as per the SLA
7. The proposed tool should allow changing the parameters of the measurement and should allow adding new SLAs on need basis.
8. SLA monitoring tool should enable DGE, MoLE to have a unified view of the entire Solution SLA.

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9. The proposed tool should provide the following performance reports, in addition to SLA report.
 - i) Executive Summary report
 - ii) Capacity Planning report which provides a view of under-and-over-utilized elements.
 - iii) Availability report
 - iv) The tool should provide an integrated performance view for all the managed systems and networks along with the various threshold violations alarms in them. It should be possible to drill-down into the performance view to execute context specific reports.
10. The proposed tool should be able to monitor various operating system parameters
11. The proposed tool should provide self-monitoring wherein it will track critical status such as (but not limited to):
 - i) CPU utilization
 - ii) Memory capacity
 - iii) File system space and other important data
12. The indicative services as part of this support are as below:
 - i) System Administration, Maintenance & Management Services
 - ii) Application Monitoring Services
 - iii) Storage Administration and Management Services
 - iv) Replication, Backup and Restore Services
13. For the auditability & traceability, the following reports needs to be submitted by the MSP on a monthly basis:
 - i) Availability report for the cloud services
 - ii) Resource utilization report, application performance report
 - iii) Incident analysis report
 - iv) Security Assessment report, etc.

4.8.3 System Administration, Maintenance & Management Services

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

1. 365x24x7 monitoring and management of the servers.
2. Regular monitoring of the applications and the underlying hardware
3. Operating System administration, including but not limited to management of users, processes, preventive maintenance and management of servers including updates, upgrades and patches to ensure that the system is properly updated.
4. Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices, etc. to identify vulnerabilities. Necessary Action shall be taken by the MSP in accordance with the results of the log analysis. Suitable mechanism has to be maintained for security and forensic related logs or as per requirement of IT Act and that of other government regulations issued from time to time.
5. Troubleshoot problems with web services, mail services, applications software, desktop/server relationship issues and overall aspects of a server environment.
6. Problems shall be logged in at the Help Desk and resolved as per the SLAs defined.
7. Manage and monitor server configuration, performance and activity of all servers. Performance optimization and reporting - Process and Memory Management, Monitoring CPU performance, Monitoring Memory performance, Monitoring Input / Output performance, Monitoring Ethernet Traffic, etc.
8. Ensuring Data security in line with latest security standards and policies (ISO 27001:2013 information security control).
9. MSP is responsible for configuration of server parameters, operating systems administration and tuning.
10. Periodic health check of the systems, troubleshooting problems, analysing and implementing rectification measures.
11. MSP is responsible for performing Database Administration activities. The service covers all the databases running on servers including but not limited to :-
 - i) Daily / Weekly / Monthly backup of databases
 - ii) Database recovery when required
 - iii) Weekly database recovery checks
 - iv) logs maintenance
 - v) Disaster recovery
 - vi) Documentation upkeep and records maintenance
 - vii) User account management
 - viii) Database problem resolution.
 - ix) Performance tuning.

4.8.4 Storage Administration & Management Services

The services to be provided by the MSP shall include:

1. Management of storage environment to maintain performance at desired optimum levels.
2. Management of any changes to database schema, disk space, storage, user roles
3. Identify interconnects between key resources in the Storage solution.
4. Identify the health of key resources in the storage solution.

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5. Identify the available performance of interconnects in the storage solution.
6. Identify the storage volumes in the storage solution.
7. Identify the connectivity and access rights to storage volumes in the Storage solution.
8. Create/delete and enable/disable connectivity and access rights to storage volumes in the storage solution.
9. To provide off-site storage of production data and CET Registration System on appropriate media at regular intervals as required by DGE, MoLE.

4.8.5 Backup and Restore Services

The services to be provided by MSP shall include:

1. Backup of storage as per the requirements of DGE.
2. Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by DGE, MoLE.
3. Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
4. Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
5. 365x24x7 support for file and volume restoration requests.

4.8.6 User Profiles & Account Management

1. Routine functional changes that include user and access management, creating new report formats, and configuration of reports.
2. MSP shall provide user support in case of technical difficulties in use of the software, answering procedural questions, providing recovery and backup information, and any other requirement that may be incidental to the complete usage of the application.
3. The MSP shall perform user ID and group management services. The user-id naming & protocol shall be designed and implemented for all the user ids. Such naming convention and protocol shall be signed-off with the DGE, MoLE.
4. The MSP shall maintain access controls to protect and limit access to the authorized end users of DGE, MoLE.
5. The services shall include administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, announcing and providing networking services for users and providing administrative support related to CET Registration portal.
6. MSP will be responsible for system administration tasks such as managing the access control system, creating and managing users etc.

4.8.7 Periodic Reporting

The MSP shall submit the following period reports (but not limited to) to DGE, MoLE:

1. Updation of Documentation on successful completion of O&M operations for each quarter
2. Regular updation of all policies designed for DGE, MoLE
3. Updated system design documents, specifications
4. Latest source code, application deployment files, configuration files for entire solution
Software change logs etc.

5. Corrective Action report in response to any audit findings/ other concerns as identified by DGE, MoLE
6. Fortnightly/Monthly report on the central helpdesk centre operations
7. SLA Monitoring Reports

4.9 Program Governance

1. The project would require a close supervision and appropriate project control for successfully meeting the objectives and its timely completion. The following stakeholders / Committees / working groups are proposed for adequate program governance:
 - i) Project Review Committee
 - ii) Project Management Unit
 - iii) Change Request Management Committee
2. Project Review Committee would provide a required level of advocacy for the project and also set directions which are acceptable to all stakeholders. The role of this committee would be to provide strategic direction to the project.
3. Project Management Unit (PMU) would comprise of a team of consultants who would be responsible for monitoring all the project implementation, operations and maintenance activities, on behalf of DGE, MoLE, and provide status reports, action taken reports, risks, etc.
4. Change Request Management Committee would be responsible for addressing all issues related to proposed change requests by the MSP. The committee would approve /reject (as case may be) all proposed change requests from the MSP, following an appropriate Change Control Process defined in the RFP.
5. MSP Project Manager: PM will serve as a single-point contact within the institutional framework for the purpose of project monitoring / reporting purposes and should be deployed by the selected MSP. The PM will be responsible for day to day coordination between PMU and all implementation teams. PM will be responsible for all the activities within the project scope and will report to Project Management Unit / Team. They will be directly responsible for providing periodic project statuses, tasks schedule and action taken reports (ATRs).
6. Delivery Team: They will be the actual delivery team deployed by the MSP and will work on all areas of the implementation phases. They may also constitute of various other teams as required for successful implementation
7. The MSP shall form a project team comprising the following key positions:
 - i) Program Manager
 - ii) Application Expert
 - iii) Solution Architect
 - iv) Infrastructure Expert
 - v) Database Expert/Analytics Expert
8. During the Operations and Maintenance Phase, the MSP should ensure full time deployment of following resources on the client premises.
 - i) Project Manager
 - ii) Application Expert
 - iii) Solution Architect
 - iv) Database Expert/Analytics Expert
9. Project Review Meetings: The following will be required to be undertaken by the MSP during the duration of the project:

- i) Weekly Status Review Meeting
 - ii) Monthly Project Review Meeting
 - iii) Defect Meetings (during major and minor release cycles)
 - iv) Issue Management Meetings (on need basis)
10. MSP is required to prepare a detailed Action Taken Report for all meetings to ascertain and maintain a log of actions required and taken for successful project delivery.

4.10 Exit Management

1. The contract with the MSP will be for a term of 2 years (from the date of Go-Live - o) and can be extended for a period of 1 year followed by another 1 year upon mutual agreement between DGE, MoLE and the MSP. Therefore, it is necessary to have a comprehensive transition and exit management strategy in place.
2. The scope of works for Exit Management include the following (but not be limited to):
 - i) Detailed Exit Management plan to be prepared by MSP to include:
 - Complete documentation for system, software and processes
 - Complete inventory of all assets created for the project
 - Assist DGE, MoLE / new vendor in complete audit of the system including assets and licenses
 - Knowledge transfer to new vendor / MSP / DGE, MoLE /SSS before exit
 - Shadow support for at least 3 months and secondary support for another 3 months. These 6 months would start before the end of O&M period or termination of contract, as applicable. No separate payment will be paid for the same.
3. Exit Management Plan will be revisited at end of each year of the contract period.
4. At the end of the duration of the contract with the MSP, it would be required that a smooth transition is made to DGE, MoLE / authorised agency. For this purpose, it will be required that MSP prepare a detailed Exit Management Plan at least 3 months in advance of the completion of the project duration.
5. Key artefacts (not limited to) required to be prepared for the purpose of exit include:
 - i) Software Documentation
 - Design Documents
 - Software Requirement Specifications
 - Requirements Traceability Matrix
 - Source Code
 - Approved Versions
 - User Manual
 - Test Plan & Cases
 - ii) Hardware
 - Asset Register
 - S/w and H/w End-of-Life Details (if applicable)
 - Agreement details with Bandwidth Service Provider
 - iii) Operations Documentation
 - Updated Runbook
 - Incidents list with RCA
 - Computer Based Training Manual
 - Helpdesk – Standard Operating Procedure
 - SLA compliance reports
 - Training Presentation

- ToT - Training Manual
- User Training Manual
- iv) Project Governance Documentation
 - Pending Action Items List
 - Activities, Dates, Responsibility

Deliverable(s):

1. Exit Management Plan

5 Roles & Responsibilities

5.1 Roles & Responsibilities of MSP

- i) Design, develop, implement, operate and maintain the CET Registration System and its related modules. Meet the defined SLAs for the performance of the system.
2. Provide necessary support for the resolution of bugs, patches & upgrades of the solution developed.
3. Provide necessary manpower for managing the Change Requests
4. Design various manuals like User manual, Trouble Shooting manual etc. for the system.
5. Deploy the required manpower to manage the operations.
6. Ensuring the SLAs for downtime of system, software development / customization, as defined in this RFP are met.
7. Management and quality control of all services and infrastructure.
8. Any other services which is required for the successful execution of the project.
9. Generation of MIS reports as per the requirements of DGE, MoLE, SSC, other RAs etc.
10. Generation of the report for the monitoring of SLAs.
11. Adherence to all notifications and communication set forth by DGE, MoLE in context of the scope of services.

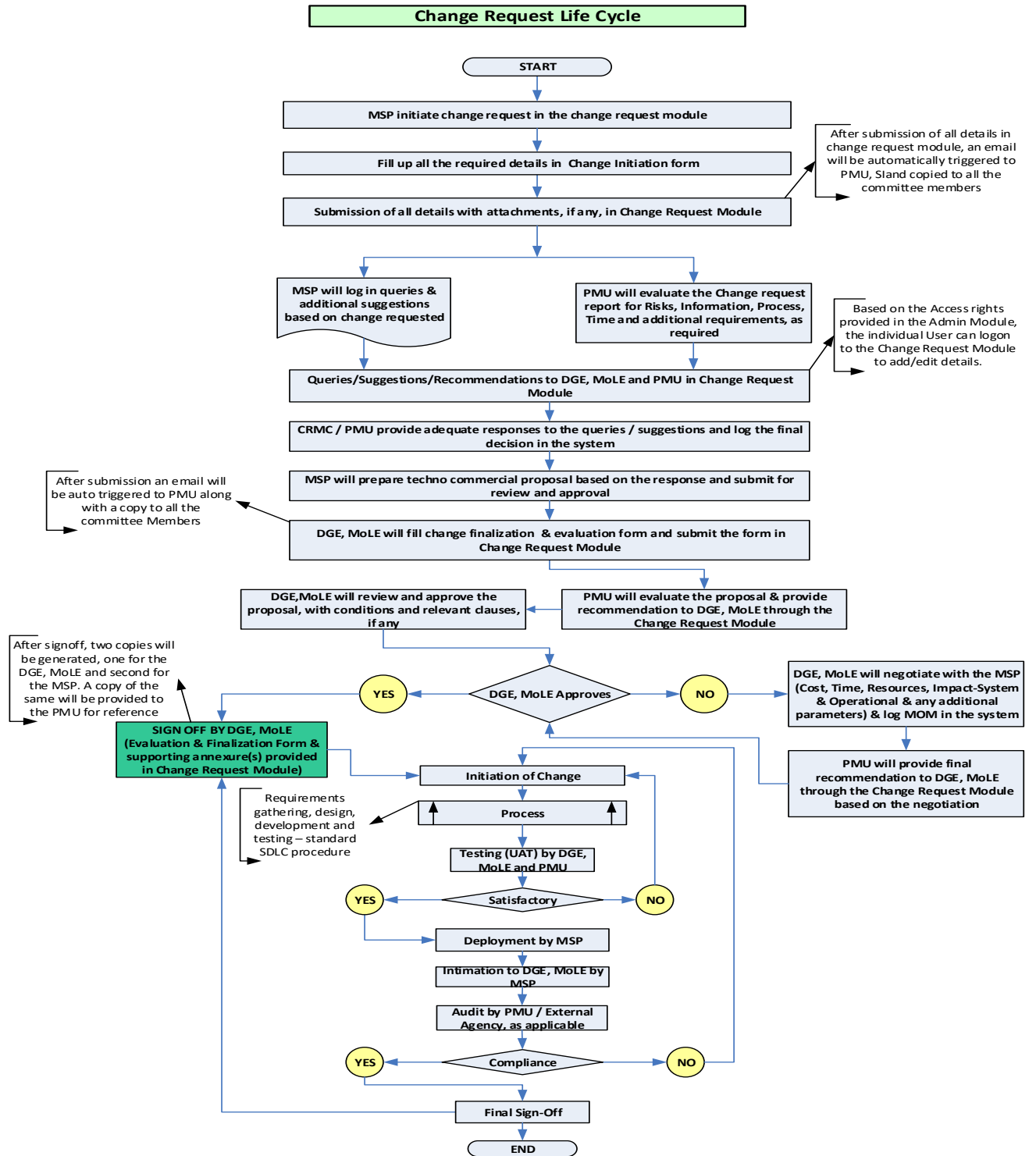
5.2 Roles & Responsibilities of DGE, MoLE

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

6 Change Request Management

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

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6. For the purpose of change request, man month rates are being asked from prospective bidders in this RFP. The Man-month rates provided by MSP for any Change Request should be the same as the rates provided by the MSP in their Commercial proposal during the proposed contract.
7. Any changes till the end of stabilisation phase, (e.g. improvements in existing functionalities, improvement in execution time, performance tuning etc.) and which were not there in the SRS (signed off before Go-Live), design description, etc. will not qualify as change request. The bidder will implement such changes in the solution required at no additional cost to DGE, MoLE. The stabilisation phase is defined as the phase that is one month after the Go Live 1.
8. Any configuration, performance tuning, change in statutory requirement, mitigation of security observation during annual/ periodical audits, changes required to accommodate patches, upgrades etc. which are required for the operation of the project shall not qualify as change request.
9. The functional requirements given in the RFP are indicative only and not exhaustive in any manner and/or kind and/or form. The bidder by responding is deemed to have understood and agreed that the requirements are subject to change at sole discretion of DGE, MoLE and will be finalized during Software Requirement Specification, Requirement Analysis, Solution Design etc. i.e. till Go-live. Failure to comply may invite forfeiture of the MSP's Performance Bank Guarantee and any other penalties under the terms and conditions of RFP.
10. All the development / customization/ configuration must meet the requirements for security, performance and ease of use for operations, administration and management
11. Any report whose data is residing in the CET Registration System/ or which can be arrived at by using some logic on the available data will not fall/ qualify as change request.
12. Process, Timelines & Responsibility Centre
The entire change request process will be implemented as mentioned below. The proposed timelines for each steps / activity and the corresponding responsibility centre is also shown in the table below:

S.No	Process	Timelines (Weeks)	Responsibility Center
1.	Authorized official from MSP requesting a change will initiate a request by filling up the electronic 'Change Initiation Form' after logging in with their own credentials.	Immediate	MSP
2.	Once the Change request is submitted in the system, an email will automatically be triggered to: <ol style="list-style-type: none"> a) the PMU b) the MSP and c) Copy to the CRMC members 	Immediate	System
3.	PMU will evaluate the change request for risks, process of evaluating & implementing change, time required for completing the change(s) and any other additional requirement / information needed to		PMU

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S.No	Process	Timelines (Weeks)	Responsibility Center
	clarify the Change requested; and will provide the recommendations in the change request module by logging with their credentials.	1 week	
4.	The CRMC/ PMU will discuss and provide adequate responses to the queries / suggestions from the MSP on the requested change. The committee will further decide on the responses to the queries / suggestions and log the final decision in the system.	1 week	CRMC & PMU
5.	Based on the responses provided by CRMC, MSP will prepare and submit a techno commercial proposal.	15 Days	MSP
6.	<p>a) The MSP can submit their Techno Commercial proposal either in hard copy or upload soft copy through the Change Request Module in the system. However MSP must submit the details of the proposal in the electronic 'change evaluation and finalization' form in the change management module.</p> <p>b) After submission, an email will be auto triggered to PMU along with a copy to all the CRMC committee members. In case hard copy is submitted by the MSP, CRMC will officially handover the proposal to PMU for evaluation.</p>		MSP
7.	<p>a) PMU will evaluate the techno commercial proposal submitted by MSP and provide the recommendations to CRMC.</p> <p>b) CRMC will review the evaluation and comments provided by the PMU and decide on the final status. This will be logged in the change request module by authorized representatives.</p>	2 weeks	CRMC & PMU
8.	<p>c) If CRMC does not approve the proposal in its entirety, then CRMC will initiate negotiation with the MSP based on any of the aspects like cost, time, resources, impact on systems and/or operations and additional parameters, whichever applicable.</p> <p>d) Based on the negotiation, the PMU will submit the final recommendation to CRMC and log the decisions in the change request module.</p> <p>e) If CRMC approves the proposal in its entirety the Change request sign-off between CRMC and MSP will be initiated.</p>		CRMC & PMU

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S.No	Process	Timelines (Weeks)	Responsibility Center
9.	During Sign-off, the form will be printed, with all supporting annexure as logged in the system. The authorized signatory from DGE, MoLE as well as the MSP will sign the Change request Evaluation and Finalization form (at first place) and accordingly a formal go-Ahead will be provided by DGE, MoLE. This form will be signed in two copies; one for the MSP and other for CRMC / DGE, MoLE. Also a copy will be provided to the PMU for reference.	Immediate	DGE, MoLE/ MSP
10.	MSP will then initiate the change following a standard SDLC procedure like requirements gathering, design, development and testing, etc., as required, along with proper documentation at each stage.	As required / agreed	MSP
11.	Once the Change is completed as per agreed timelines and specifications, CRMC representatives and the PMU will do the User acceptance testing and auditing respectively to provide comments / recommendations to the committee members.	1 weeks	CRMC & PMU
12.	If any further activities need to be carried out as per the recommendations during UAT and Audit, it will be done by the MSP. After that an Acceptance Certificate will be issued to MSP by CRMC and instructions for deployment / implementation, again as per standard deployment plan. This will follow a second sign-off on the 'Change Request Evaluation & Finalization' Form.	1 week (as required)	CRMC & MSP
13.	MSP will deploy the changed solution and notify CRMC and PMU.	1 week	MSP
14.	The PMU will finally review and confirm the deployed solution as per agreed standard, specifications and requirements, and provide status to CRMC.		CRMC
15.	A final sign off will be done on the 'Change Request Evaluation & Finalization' Form and completion Certificate will be issued to the MSP by CRMC along with a copy to the PMU. A copy of this completion certificate will have to be submitted to CRMC along with the invoices for this change implementation.	Immediate	CRMC

6.1 Change Control Procedure Guidelines

1. Change requests in respect of the Agreement, the Project Implementation, or the SLA will emanate from the Parties' respective authorized officials, who will be responsible for obtaining approval for the change and will initiate the Change Request.

2. Parties, while evaluating and finalizing the change request, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the sign-off version of all required documents.

3. Change requests will be reported monthly to DGE, MoLE who will prioritize and review progress. MSP shall be required to implement any proposed changes once approved with effect from the date agreed for implementation.

4. On evaluation of the financial impact, the charges for such a change will be decided between CRMC and the MSP and will be a part of the Change Control Notice (Evaluation and Finalization). The payment for such changes will be as per the Terms of Payment to be decided by DGE, MoLE.

5. On receiving any Change Request from DGE, MoLE, the MSP must submit its proposal with all the required information in the prescribed format for CRMC's perusal within 15 working days. The following will be the responsibilities of the PMU with respect to the change request.

- Suggest the impact on the system/functionality/application.
- Propose overall timelines for implementation of the change based on complexity.
- Vet the MSP's proposal (response to the change request)

6. The MSP may also submit any queries / clarifications that it may have with respect to implementation of Change requested. If the MSP fails to submit any proposal within the prescribed time duration, appropriate SLA and penalty will be levied on the MSP.

7. MSP must not deny the implementation of any change requested by CRMC under any circumstances, unless technical feasibility is in question. In all such matters, DGE, MoLE's decision will be final and binding on all parties.

8. The change request should be categorized as simple, medium and complex change. The MSP must provide the list of deliverables within timelines as defined by the PMU.

9. The acceptance criteria for any such 'Change' will remain the same as described in the RFP with respect to the performance and quality parameters.

10. The final sign-off and "Acceptance Certificate" would be provided by CRMC. CRMC will in all such cases revert within 30 working days after final implementation of the change and provide satisfactory completion certificate or the reasons for non-acceptance. Till that certificate is issued, all such changes will be deemed unaccepted and all the necessary SLAs and penalties will apply on the MSP. In case there is no response from CRMC within the prescribed time duration the said implementation will automatically be deemed accepted.

11. The MSP must take all necessary steps to implement the change as per the project plan submitted without compromising on quality and performance standards. If the MSP fails to comply with the acceptable standards & requirements of implementing of the requested change, or denies implementation of the requested change at any stage during the contract period, CRMC will have complete authority to get the change implemented from any of the third party / nominated government agency independently. In all such cases the entire cost of change implementation will be recovered completely from the MSP, along with applicable interest. Also, CRMC reserves the right to impose any other financial or legal penalties depending upon the gravity of impact on the Service Delivery due to non-implementation of the requested Change. In all such matters the decision of CRMC will be final and binding on all parties.

12. If CRMC gives any new requirement or change request, the MSP should follow the change management procedure to implement the change on additional payment basis. The requirements for required infrastructure to implement the change should be specified by the MSP so that CRMC can make necessary provisions. The change request procedure would be considered complete only when the training is imparted to the target users for whom the change is being done and the feedback is evaluated by both CRMC and the PMU.

13. It is proposed that the prevailing rates for all kinds of change, as and when initiated by CRMC will be taken into consideration and the proposals accordingly evaluated. In all such matters the decision of the CRMC will be final and binding on all parties.

14. Changes other than standard Change Requests which undergo proper CRMC approval should be considered as emergency CRs. The quantum of Emergency CR per quarter should not exceed 10% of total changes.

7 Indicative Timelines and Definition of Go-Live

At the time of the go-live, the CET Registration System on NCS Portal would be operational and formally available to the users for various functionalities. The Go-Live stage has been divided into four different phases and certain milestones have been decided in order to define the each Go-live stage. The four phases of Go Live would be defined as follows:

- **Go-Live 0:** Go-Live 0 is defined when the CET Registration System on NCS Portal would be formally available to the users for registration i.e this stage would mark the successful completion of Solution Development Phase with development, testing, performance testing, security testing, cloud environment setups and deployment
- **Go-Live 1:** The first go live phase completion or Go-Live 1 is defined when the first 20 Lakh users successfully register on the CET Registration System and apply for the CET. The data of these users is then successfully transferred to SSC in real time, through approved data exchange process. There should be a seamless session transfer and the MSP will ensure that successful registration followed by smooth data exchange is taking place between the CET Registration System on NCS Portal and the SSC portal
- **Go Live 2:** The second go live phase completion or Go-Live 2 is defined when all the users or all candidates successfully register on the CET Registration System and apply

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for the CET. The data of all the users in addition to the data transferred in Go-Live 1 is then successfully transferred to SSC in real time, through approved data exchange process. This Go live will happen on the last date of submission of applications for CET.

- **Go Live 3:** After the successful completion of the common eligibility test, the results are published and the results are successfully transferred on the CET Registration System on NCS Portal. The candidates would be able to login on the CET Registration System and view their examination results in their profile. The common eligibility test score would be used by multiple Recruitment Agencies (RA's) for the selection process. Each RA should be able to register on the CET Registration System and post their tier II examination details on the system. The third go live phase completion or Go- Live 3 is considered when all the eligible candidates successfully apply for the 1st tier II examination to be conducted by any RA and the data of all the candidates who apply is successfully transferred to the concerned Recruitment Agency . It would also mean that at this stage the last date of application for the 1st tier II examination would be over and the entire data of the candidates who have applied is successfully transferred to the respective RA.

This section outlines the key delivery timelines and the implementation schedule for the MSP. It draws reference to the scope of managed and technology services outlined in Scope of Work of this RFP. It describes the overall existing contract timelines and the milestones for MSP.

T shall be the date of signing of contract between Purchaser and the MSP. Key milestones specified here shall form the basis for service level measurements. All days specified in this section, unless explicitly mentioned, refer to calendar days.

The project duration would be **2.5 months** for Solution Development with Go Live 0 marking the end of Solution Development Phase and followed by a warranty support period which would mark Go- Live 1 and Go- Live 2. The timelines of warranty support period are tentatively **2 months** from Solution Development. However the actual timelines of the three Go-Live 1, 2 and 3 would depend on last day of CET Registration.

The Operation and Maintenance phase would be **2 years after Go-Live 0 with possible extension** of 1 year followed by another possible 1 year (i.e 2+1+1 Years). Go Live 1, 2 and 3 would be part of Operations and Maintenance phase.


Activity	Time for Completion in Weeks
Project Kick-off	T
Project Planning	T + 1
System Requirement Study & Design	T + 4
Procurement of Public Cloud Hosting Services	T + 5
Solution Development	T + 8
Solution Testing and Certification	T + 10
Go-Live 0	T + 10
Go-Live 1	T ₁ = T+14
Go-Live 2	T ₁ +4
Third Party Code Review and Security Audit	T ₁ +4
Go Live 3	T ₁ +16

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Operations and Maintenance	2 years after Go-Live 0
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The following is the high level indicative project timelines. However bidders are required to provide detailed project plan in their proposal. Higher weightage would be given to MSP (during the technical evaluation) if the proposed timelines (under the control of MSP) are better than those proposed here.

Solution Development Phase

Activity												
	0	1	2	3	4	5	6	7	8	9	10	
Project Kick-off												
Project Planning												
System Requirement Study & Design												
Deployment of Pubic Cloud Hosting Services												
Solution Development												
Solution Testing and Certification												
Go-Live 0												

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The details of each of the activities has been mentioned I the table below:

Activity	Deliverables
Project Kick-off	
Project Planning	1. Integrated Project Plan 2. Project Plan Presentation to DGE, MoLE
System Requirement Study & Design	3. Functional Requirement Specifications 4. Software Requirement Specifications (SRS) 5. Requirements Traceability Matrix (RTM) 6. High Level Design (HLD) 7. Low Level Design (LLD) 8. Solution Architecture
Procurement of Public Cloud Hosting Services	9. Security Report 10. Utilization Report
Solution Development	11. Development Status Review
Solution Testing and Certification	12. Test Plan 13. Test Strategy 14. Test Cases Specification 15. Test Execution Summary Reports 16. Defect Reports 17. User Acceptance Reports 18. Test Data 19. Trouble Shooting Manual 20. Load and Performance Testing
Go-Live 0	21. Sign off from the Purchaser
Go-Live 1	22. Sign off from the Purchaser
Go-Live 2	23. Sign off from the Purchaser
Go-Live 3	24. Sign off from the Purchaser
Third Party Code Review and Security Audit	25. Third Party Code Review Report 26. Analysis Incorporation Summary Report 27. Information Security Audit Report
Operations and Maintenance	28. Quarterly Project Health Reports 29. Exit Management Plan (last year)

8 Deliverables & Payment Schedule

All payments will be made upon due approval of the deliverables from DGE, MoLE.

The designed financial model for the Managed Service Provider is based on the commercial bidding parameters X and Y.

1. X: Cost of application design, development, implementation and hosting which would be referred from the table given in Commercial Template 12.4.1

The same would include the below mentioned components for the defined time period of X

- Solution Development (one time)
- Infrastructure Provisioning
- Load and Performance Testing

2. Y: Cost of operation and maintenance (for 2 years) which will be calculated in actuals on the basis of commercials given in

- Cloud Usage Cost as per format 12.4.2.
- Manpower Cost for O&M as per format 12.4.3. and
- Training Sessions as per sessions conducted as per format in 12.4.4

Activity	Deliverables	Payments
Project Kick-off with deployment of Key Resources		10% of Contract Value for Implementation Phase (X)
System Requirement Study & Design	<ol style="list-style-type: none"> 1. Functional Requirement Specifications 2. Software Requirement Specifications (SRS) 3. Requirements Traceability Matrix (RTM) 4. High Level Design (HLD) 5. Low Level Design (LLD) 6. Solution Architecture 	10% of Contract Value for Implementation Phase (X)
Solution Development	7. Development Status Review	25% of Contract Value for Implementation Phase (X)
Solution Testing and Certification	<ol style="list-style-type: none"> 8. Test Plan 9. Test Strategy 10. Test Cases Specification 11. Test Execution Summary Reports 12. Defect Reports 13. User Acceptance Reports 14. Test Data 15. Trouble Shooting Manual 16. Load and Performance Testing 	

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Activity	Deliverables	Payments
Go Live 0	17. Sign off from the Purchaser	10% of Contract Value for Implementation Phase (X)
Go-Live 1	18. Sign off from the Purchaser	10% of Contract Value for Implementation Phase (X)
Go Live 2	19. Sign off from the Purchaser	15% of Contract Value for Implementation Phase (X)
Go Live 3	20. Sign off from the Purchaser	15% of Contract Value for Implementation Phase (X)
Third Party Code Review and Security Audit	21. Third Party Code Review Report 22. Analysis Incorporation Summary Report 23. Information Security Audit Report	5% of Contract Value for Implementation Phase (X)
Operations and Maintenance (2 years)	24. Quarterly Project Health Reports 25. Exit Management Plan (last year)	In equal quarterly instalments as per contract value for O&M Phase

Note:

1. All payments to the MSP shall be made upon submission of invoices along with relevant sign-offs from DGE, MoLE
2. The above payments are subject to meeting SLAs; failing which the appropriate deductions as mentioned in the SLA section of this RFP shall apply.
3. The payments during the Operations and Maintenance Phase will be made at the end of every quarter of year after the delivery of the services upon satisfactorily adhering to the SLAs defined in the RFP and deductions of penalties, if any. The MSP will be required to submit a compliance report every fortnight and a consolidated compliance report at the end of 3 months (quarterly) based on which these payments would be made.
4. All payments will be done on the basis of the unit rates agreed upon in the final contract.
5. First quarterly payment for O&M services shall be paid subject to above mentioned conditions on completion of three months post Go-Live 0.
6. Any monetary figure in decimal shall be rounded off to the nearest integer.

9 Bidding Process Details

Potential Bidders are referred to as “Bidders/MSP” in this document. Consortium is mandated for provisioning of Public Cloud Hosting through a Cloud Service Provider for the purpose of bidding for the RFP in case the MSP and CSP are different entities, however the same entity can be both MSP and CSP if it qualifies the eligibility criteria (both for MSP and CSP) mentioned in this RFP. Only one bid can be submitted by the lead bidder whereas the consortium partners can participate in multiple bids. Sub-contracting is also allowed for any other module for this RFP.

9.1 General Instructions to Bidders

9.1.1 Availability of the RFP Documents

1. The bidders can download the RFP document from the websites of Central Public Procurement Portal (CPPP) (<http://www.eprocure.gov.in>).
2. In case if the bidder has downloaded the RFP document from the above mentioned websites then the RFP document fee in the form of a demand draft should be paid along with proposal at the time of bid submission.
3. Proposals received without or with inadequate RFP Document fees shall be liable for rejection.
4. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

9.1.2 Pre-Bid Conference

1. DGE, MoLE will host a Pre-Bid Conference as per the date given in the Fact Sheet. The representatives of the interested bidders may attend the pre-bid conference at their own cost.
2. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

9.1.3 Bidder clarifications & DGE, MoLE's Responses

1. All clarifications from the bidders relating to this RFP must be submitted in writing exclusively to the contact person before the last date for receipt of clarifications as specified in the Fact Sheet in the format specified in *Form I: Request for Clarification*.
2. DGE, MoLE will respond to pre-bid clarifications of only those organizations/companies who have submitted their clarifications before the pre-bid conference.
3. DGE, MoLE will not respond to any clarifications received after the last date for receipt of clarifications as specified in the Fact Sheet.
4. The mode of delivering written clarifications would be through email. In no event will DGE, MoLE be responsible for ensuring that bidders' clarifications have been received by them. Telephone calls will not be accepted for clarifying the clarifications.
5. After the RFP is released, DGE, MoLE shall accept written clarifications from the bidders. DGE, MoLE will endeavour to provide a complete, accurate, and timely response to all clarifications to all the bidders. However, DGE, MoLE makes no representation or warranty as to the completeness or accuracy of any response, nor does DGE, MoLE undertake to answer all the clarifications that have been posed by the bidders and bidders shall not assume that their unanswered clarifications have been accepted by DGE, MoLE.
6. All responses given by DGE, MoLE will be distributed to all the bidders. All email communications sent by bidders to DGE, MoLE must be sent to the email address provided in Fact Sheet.

9.1.4 Corrigendum to RFP

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

9.1.5 Proposal Preparation Costs

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DGE, MoLE to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement and all such activities related to the bid process.
2. This RFP does not commit DGE, MoLE to award a contractor to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the agreement for implementation of the project.

9.1.6 DGE, MoLE's Right to terminate the Process

1. DGE, MoLE reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by DGE, MoLE.
2. DGE, MoLE makes no commitments, express or implied, that this process will result in a business transaction with anyone.
3. This RFP does not constitute an offer by DGE, MoLE. The bidder's participation in this process may result in DGE, MoLE selecting the bidder to engage in further discussions and negotiations toward execution of an agreement. The commencement of such negotiations does not, however, signify a commitment by DGE, MoLE to execute an agreement or to continue negotiations. DGE, MoLE may terminate negotiations at any time without assigning any reason.

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

1. DGE, MoLE reserves the right to accept or reject wholly or partly bid offer, or modify the technical specifications / quantities / requirements mentioned in this RFP

including addition / deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever.

2. No correspondence in this regard shall be entertained. DGE, MoLE also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

9.1.8 Earnest Money Deposit (EMD)

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

9.1.9 Authentication of Bids

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

9.1.10 Interlineations in Bids

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

9.1.11 Venue & Deadline for submission of proposals

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

9.1.12 Late Bids

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

9.1.13 Impact of Litigation

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

9.2 Bid Submission Instructions

1. Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. DGE, MoLE will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
2. A Three staged Bid system will be followed for this RFP with a combined Quality and Cost Based selection criteria. The three bids are as following:
 - i) Pre-Qualification Proposal along with demand drafts for Tender fee and EMD
 - ii) Technical Proposal
 - iii) Commercial Proposal
3. This RFP process will be administered through the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates of officer duly authorised to submit the proposal. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, preparing their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the CPP Portal. More information for submitting the Proposals online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.
4. The Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link. Enrolment on the CPP Portal is free of charge. As part of the enrolment process, the Bidders will be required to choose a unique username and a password for their accounts. 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 the Controller of Certifying Authorities, India with their profile. Only one valid DSC should be registered by a Bidder. The DSC should be in the name of the person duly authorized by the Bidding entity to do all acts necessary for submitting the Proposal and execution of work under this RFP. The Bidders are responsible to ensure that only the authorised persons may use the DSCs.

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The Bidder then logs in to the site through the secured log-in process by entering the user ID Password and the Password of the DSC eToken.

5. All the pages of the Proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Proposal. Failure to submit the Proposal on time could cause a proposal to be rejected. The Purchaser will not accept delivery of the Proposal by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal.
6. The Bidder should take into account any corrigendum to this RFP document that may have been published before submitting their proposals. The proposal is to be submitted in three covers.
 - i) Pre-Qualification Proposal along with demand drafts for Tender fee and EMD
 - ii) Technical Proposal
 - iii) Commercial Proposal
7. In addition to submission of the proposal on CPPP, the Bidder shall also submit one hard copy of the proposal at the address mentioned in the fact sheet. The Proposal should be then enclosed in three envelopes marked as:
 - i) Pre-Qualification Proposal along with demand drafts for Tender fee and EMD
 - ii) Technical Proposal
 - iii) Commercial ProposalAll three envelopes shall then be enclosed in one envelope marked as: Response to RFP for Selection of MSP for Implementation and Maintenance of CET Registration System on NCS Portal, along with RFP Reference No., Bidder Name and Address. The hard copy of the proposal shall be submitted latest by last submission date + 2 working days.
8. Bidders shall furnish the required information on their Technical and Commercial proposals in the enclosed formats only. The tender will be liable for rejection if there are any deviations in format.
9. All bids must be accompanied with Bid Cover letter as prescribed in *Form V - Cover Letter*, duly signed by the authorized signatory for the bidding organization.
10. The bid submission on CPPP shall be considered for evaluation purposes.

9.2.1 Mode of Submission

1. Submission of bids shall be in accordance with the instructions given below:
2. Submission of Bid Documents: .The bid documents along with the scanned copy of the submitted DDs to be uploaded on the CPP portal. The Response to the Pre-Qualification Requirements shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed.
3. DGE, MoLE will not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.

9.2.2 Bid Validity

1. The proposals shall be valid for a period of Six (6) months from the date of opening of the proposals. A proposal valid for a shorter period shall be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.

2. In exceptional circumstances, at its discretion, DGE, MoLE may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

9.2.3 Authenticity of the information and right of verification

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

9.2.4 Language of Proposals

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

9.2.5 Conditions under which this RFP is issued

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

9.2.6 Rights to the Content of the Proposal

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

9.2.7 Modification and Withdrawal of Proposals

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

9.2.8 Acknowledgement of Understanding of Terms

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

9.2.9 Entire Documents

1. Entire Request for Proposal - The following constitute the entire Request For Proposal:
 - i) The RFP supplied by DGE, MoLE.
 - ii) The additional conditions if any, supplied by DGE, MoLE on or before the last date for the submission of the responses by the bidder.
 - iii) The clarifications provided by DGE, MoLE during the pre-bid phase or before the last date for the submission of the responses by the bidder.

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

9.2.10 Non-Responsive Proposals

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

9.2.11 Disqualification

1. The proposal submitted by the bidder is liable to be disqualified if one or more violations of the following conditions are violated.
- i) Violation of the bid submission process
 - Commercial proposal, Technical proposal and Prequalification proposal are not submitted in the prescribed formats and mode as given in the RFP
 - The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the Pre-qualification documents or Technical Proposal
 - If it comes to DGE, MoLE’s knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this agreement
 - If a bidder submits more than one bid
 - If it is not complying to the CVC requirement of:

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- a) In a tender, either the Indian agent on behalf of the Principal / OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender
- b) If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM in the same tender for the same item/ product
- ii) Non-compliance to the conditions of the bidding process
 - The Bid documents are not signed as per guidelines of the RFP
 - The required EMD has not been paid as specified in the RFP
 - The Bid validity period is shorter than the required period
 - The Bid is not submitted in accordance with this document
 - During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices
 - The bidder qualifies their Bid with their own conditions
 - Bid is received in incomplete form
 - Bid is not accompanied by all the requisite documents
- iii) Non responsive Content of the proposal
 - Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any
 - The deliverables as given in the Technical Proposal should be in consonance with the Commercial Proposal. Any deviations in the final deliverables between Technical and Commercial proposals shall make the Bid as being unresponsive and may lead to disqualification of the Bid
- iv) Inability to respond in accordance with the bidding guidelines
 - The successful bidder, invited to sign the agreement qualifies the letter of acceptance of the agreement with its own conditions
 - The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into an agreement within 20 days of the date of issue of letter of intent or within such extended period, as may be specified by DGE, MoLE.
- v) Fraudulent and corrupt practice
 - Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defines, for the purposes of this provision, the terms set forth below as follows:
 - “Corrupt” practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in agreement execution; and
 - “Fraudulent” practice means a misrepresentation of facts in order to influence a procurement process or the execution of an agreement to the detriment of DGE, MoLE, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive DGE, MoLE of the benefits of free and open competition;

- “Unfair trade” practices means supply of goods (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by Purchaser
2. Consequences of disqualification
 - i) If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
 - ii) If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder. No further correspondence from the bidder with DGE, MoLE will be entertained.
 - iii) If the disqualification is for the reasons of fraudulent or corrupt practice, DGE, MoLE has the right to initiate actions to black list the bidder as per the provisions of the relevant acts/rules.

9.2.12 Conflict of Interest

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

9.2.13 Insurance to be taken out by the Bidder

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

9.3 Bid Opening and Evaluation Process

9.3.1 Bid opening sessions

1. Total transparency will be observed while opening the proposals/bids.
2. DGE, MoLE reserves the rights at all times to postpone or cancel a scheduled bid opening.
3. The bids will be opened, in three sessions, one for EMD and Pre-Qualification Proposal, one for Technical proposal of those bidders whose Pre-Qualification bids Qualify and one for Commercial proposals of those bidders whose Technical bids qualify, in the presence of bidders’ representatives who choose to attend the Bid opening sessions on the specified date, time and address.
4. The bidders’ representatives who are present shall sign a register evidencing their attendance.

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5. In the event of the specified date of bid opening being declared a holiday for DGE, MoLE, the Bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, DGE, MoLE shall go ahead and open the bid of the bidders.
6. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
7. The EMD envelope will be opened first by DGE, MoLE for Pre- Qualification bid evaluation, in the presence of bidders' representatives (only one per each bidder) who may choose to attend the session on the specified date, time and address. The EMD envelope of the bidders will be opened on the same day and time, on which the Pre – Qualification Bid is opened, and bids for which the requisite EMD has not been received by DGE, MoLE or whose EMD is not in order shall be rejected.

9.3.2 Overall Evaluation Process

1. Proposals will be evaluated by a Committee of Officers (the “Committee”) appointed by DGE, MoLE or their designated representative(s). DGE, MoLE or such other authority designated by DGE, MoLE as the case may be is also referred to herein as the Committee of Officers (or “Committee”).
2. A three tiered evaluation procedure will be adopted for evaluation of proposals, with the Pre-Qualification evaluation being completed before Technical Evaluation; and Technical Evaluation being completed before the Commercial Proposals are opened and compared.
3. Pursuant to the Pre-Qualification criterion, bidders will be short listed for Technical Evaluation. Technical proposal will be opened only for the bidders who qualify the pre-qualification criterion.
4. DGE, MoLE will review the Technical proposals of the short-listed bidders to determine whether the Technical proposal is substantially responsive. Proposals that are not substantially responsive are liable to be disqualified. DGE, MoLE may seek inputs from their professional, external experts, external consultants in the Pre-qualification, Technical and Commercial evaluation process.
5. DGE, MoLE shall assign technical score to the bidders based on the Technical Evaluation Criteria. The bidders with a technical score above the threshold as specified in the Technical Evaluation Criteria shall technically qualify for the Commercial evaluation stage.
6. The Commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the Commercial bids are substantially responsive.

10 Pre-Qualification Proposal

10.1 Pre-Qualification Process

1. Since the requirements of DGE, MoLE for implementing the CET Registration System are unique in terms of functional features, DGE, MoLE intends to consider only those bidders that have the capability and competency, in terms of technical strengths,

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experience and financial stability to address the requirements of DGE, MoLE to implement the CET Registration System.

2. The bidders' Pre-Qualification Proposal in the bid document is evaluated as per the requirements specified in the RFP and adopting the pre-qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the Pre-Qualification criteria specified, client contact information for verification, profiles of project resources and all others as required for evaluation.
3. The bidders shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the bidder.
4. All the bidders will be communicated of the results of evaluation of the prequalification bids.
5. The technical bids of those bidders who qualify in the prequalification process only will be evaluated further against the Technical bid evaluation criteria specified in the RFP.

10.2 Pre-Qualification Criteria

10.2.1 General Eligibility Criteria

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

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S.No.	Criteria	Documentary proof to be submitted
Bidder / Managed Service Provider (MSP) related		
1	The Bidder should be a company registered in India under the Companies Act, 1956 with a registered office and operations in India. The company should be operational in India for at least last five financial years as of 31 st March, 2017 as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India.	<i>Form VII: Details of Bidder Organization</i>
2	The Bidder should not have been blacklisted by DGE, MoLE, any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organisation of Central or State Government as on Bid submission date.	<i>Form VIII: Undertaking of not being black listed</i>
3	The Bidder should have an annual turnover of Rs. 500 Crores or more , in each of the last three financial years ending 31 st March 2017 as evidenced by the audited accounts of the company. Out of the total turnover of the company (i.e. ≥ 500 cr) at least Rs. 300 Crores or above should be from IT services .	<i>Form IX: Financial Information of the Bidder</i>
4	The Bidder must be a profit making company in each of the last three financial years ending 31 st March 2017 as evidenced by the audited accounts of the company	<i>Form IX: Financial Information of the Bidder</i>
7	The Bidder should have a positive net worth for the last three financial years ending 31 st March 2017 as evidenced by the audited accounts of the company. Net worth is defined as sum of shareholders capital and Reserves & Surplus	<i>Form IX: Financial Information of the Bidder</i>
8	The bidder must have been assessed for a CMMi Level 5 . The assessment should be valid as on the last date of bid submission. In case of expiry of current assessment, within nine months, the bidder shall provide a certificate from the CMMi auditor that re assessment for the same is commenced.	<i>Form X: Quality Assessment Details</i>
9	The Bidder must have Managed Service Provider experience of an application development on cloud setup providing capacity on demand- successful Go-Live/ completed during the last five years (from the date of publishing of the RFP) in <ul style="list-style-type: none"> • one project of project value of 100 crores and above each OR • two projects of project value of 50 crores and above each 	<i>Form XI: Managed Service Provider Experience</i>
10	The Bidder must have a team of at least 250 qualified programmers for the proposed solution on its rolls having experience in implementing all the major modules of the proposed solution collectively.	<i>Form XII: Undertaking on Personnel</i>

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Cloud Service Provider (CSP) related (to be provided separately)		
11	<p>CSP should be MeitY empanelled and STQC audited The CSP should be compliant with IT Act 2000 (including 43A) and amendments</p>	<ul style="list-style-type: none"> • <i>Form XIII: Details of Cloud Service Provider</i> • Empanelment Certificate • STQC Audit certificate • IT Act Compliance Certificate
12	<p>CSP must be operating at least TWO (2) Data Center Facilities in India. The Data Center and Disaster Recovery Center Facilities shall have at a minimum</p> <ul style="list-style-type: none"> • The DC & DR must be within India (at the time of deployment), should be currently operational, and have a minimum capacity of 100 Racks being operational in India (across all facilities from where the cloud service offerings are proposed to be offered by CSP) • DC & DR should be provided by the same CSP • The CSP should have dedicated DRC in India • CSP should comply to Cloud Security ISO Standard ISO 27017:2015, Privacy Standard ISO 27018:2015 	<ul style="list-style-type: none"> • Self-Certification with DC DR locations and capacity • ISO 27017:2015 certification • ISO 27018:2015 certification
14	<p>The CSP, as a single legal entity or its holding company, should be currently delivering Platform as a Service offering, in last five (05) years, in India or globally [PaaS as per the National Institute of Standards and Technology (NIST) Definition of Cloud Computing definition]. The PaaS offering shall provide capacity on demand and dynamic scalability supporting the intermittent peak loads along with the below services:</p> <ul style="list-style-type: none"> • Service Management & Provisioning (Service Provisioning and De-Provisioning near real-time of provisioning request, SLA Management, and Utilization Monitoring) • Provide visibility into service via dashboard • User/Admin Portal (User Profile Management, Trouble Management) • Enterprise grade SLAs with an assured uptime of 99.9% (measured as Total Uptime Hours Total Hours within the Month) • Cloud services should be accessible via internet and MPLS 	Self-Certification

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15	The CSP should have an annual turnover of Rs.50 Crores or more in each of the last three financial years ending 31 st March 2017 from Data Centre Services as evidenced by the audited accounts of the company.	<i>Form XIV: Financial Information of the CSP</i>
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Additional Mandatory requirements: The bidder should submit all the following mandatory additional documents listed below. If any of the mandatory documents are not in order, such Proposals are liable to be rejected without further evaluation.

- (i) Submission of Undertaking on the solution commitment from MSP (*Form XV: Solution Commitment from MSP*)
- (ii) Submission of Undertaking on non-malicious code certificate by MSP (*Form XVII: Non-malicious Code Certificate*)
- (iii) Submission of Undertaking on Service Level Compliance (*Form XIX: Undertaking on Service Level Compliance*)
- (iv) Submission of Pre-Contract Integrity Pact (*Form XXI: Pre-Contract Integrity Pact*)

10.3 Pre-Qualification Proposal

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

S.No.	Form	Compliance (Yes/No)	Proposal Page No.
1.	Tender Fees		
2.	<i>Form I: Request for Clarification</i>		
3.	<i>Form II – Earnest Money Deposit</i>		
4.	<i>Form III – Letter of Authorization</i>		
5.	<i>Form IV: Litigation of Impact Statement</i>		
6.	<i>Form V - Cover Letter</i>		
7.	<i>Form VI – Conflict of Interest</i>		
8.	<i>Form VII: Details of Bidder Organization</i>		
9.	<i>Form VIII: Undertaking of not being black listed</i>		
10.	<i>Form IX: Financial Information of the Bidder</i>		
11.	<i>Form X: Quality Assessment Details</i>		
12.	<i>Form XI: Managed Service Provider Experience</i>		
13.	<i>Form XII: Undertaking on Personnel</i>		
14.	<i>Form XIII: Details of Cloud Service Provider</i>		
15.	<i>Form XIV: Financial Information of the CSP</i>		
16.	<i>Form XV: Solution Commitment from MSP</i>		
17.	<i>Form XVII: Non-malicious Code Certificate</i>		
18.	<i>Form XIX: Undertaking on Service Level Compliance</i>		
19.	<i>Form XX: Undertaking on latest software delivery</i>		

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S.No.	Form	Compliance (Yes/No)	Proposal Page No.
20.	<i>Form XXI: Pre-Contract Integrity Pact</i>		
21.	<i>Form XXVI: Undertaking on maintenance of confidentiality of CET Registration System data</i>		
22.	Documentary Evidence from CSP <ul style="list-style-type: none"> ▪ MeitY Empanellment Certificate ▪ STQC Audit certificate ▪ IT Act Compliance Certificate ▪ Self-Certification with DC DR locations and capacity ▪ Self-Certification for PaaS ▪ Self-Certification with DC DR locations and capacity ▪ Self-Certification for PaaS ▪ ISO 27017:2015 certification ▪ ISO 27018:2015 certification ▪ ISO 20000:9 		

11 Technical Proposal

11.1 Technical Proposal Guidelines

1. Technical proposal to include the covering letter as given at *Form XXII: Technical Proposal Cover Letter*
2. The bidder is expected to understand the complete solution footprint, the processes and functions of CET Registration System while preparing the Technical Proposal.
3. The bidder is required to provide in the Technical Proposal details of how it proposes to implement the modules and solution components to cover all the functional areas and processes of CET Registration System listed in this RFP.
4. The bidder is expected to bid for the project with a complete understanding that, all the processes and functions given in this RFP need to be implemented using the solution, and deliver the services and solutions given in this RFP, at a fixed price, without any provisions for bargaining for a different interpretation of the specifications in this RFP and changes in scope, while executing the project.
5. The technical proposal should contain a detailed description of how the functional and technical requirements outlined in this RFP are met by the proposed solution. MSP should provide a comprehensive solution mapping indicating the solution components of the proposed solution with the functional requirements.
6. Solution should meet all the functionality needs based on the information indicated in this RFP.
7. While the bidder has the freedom in making any assumptions about the processes and functions of CET Registration System while interpreting the details given in this RFP, such assumptions cannot be the basis for any bargaining or different interpretation during the execution of the project. DGE, MoLE interpretation shall be final and

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- binding on all the bidders. The assumptions made by the bidder shall not have any impact on the commercial bid submitted.
8. DGE, MoLE retains the right of the final say in the interpretation of the scope of the project in terms of the interpretation of the functions and processes of CET Registration System as listed in this RFP.
 9. Since a process can be described in different manners, the bidder should clearly understand that any possible variations to the processes during the Requirements Analysis phase from the way they are specified in this RFP should not be considered as deviations or extensions to the original process specifications.
 10. The modules of CET Registration System which have been listed are more of a reflection of the functional areas to be addressed rather than the specific modules being implemented. So the bidder is required to make an assessment of the modules to be activated within the CET Registration System, to implement the processes as detailed in this RFP. However any changes to the assumptions of the bidder in terms of the modules, as long as the processes remain the same will not be treated as a change in scope.
 11. The Technical proposal should address all the areas/ sections as specified in the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP.
 12. The Technical proposal must not contain any pricing information.
 13. The bidder is expected to respond using the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification of the proposal.
 14. The Technical Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP should not be included in the proposal by the bidder. DGE, MoLE will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP. To assist in the preparation of proposal, DGE, MoLE is making available an electronic version of this RFP.
 15. DGE, MoLE is also open to any suggestions that the bidder may want to render with respect to the implementation of the CET Registration System, its coverage, the modules to be implemented and the best practices to be adopted in the light of their expertise or experience from similar assignments.
 16. Wherever the customer name is asked for, for experience or deliverables, the bidder is required to provide the name. Not providing the name of the customer will be treated as incomplete information and will affect the evaluation process.
 17. The bidder is requested to provide documentary evidence of experience, methodology or any other information provided in the Technical proposal. The bidders are not expected to attach any promotional material, brochures with the proposal. Any such information will be treated negatively. However, the bidder is expected to provide the names of the organizations, only if the organization is the direct customer (had a direct contract) of the bidder.
 18. The bidder shall number all the pages of the Technical proposal including the annexure and other attachments. All pages should be signed by the authorized signatory.
 19. The Technical proposal shall include the sections as specified in section 11.5.
 20. Additional information directly relevant to the scope of services provided in the RFP may be submitted to accompany the proposal. In submitting additional information,

please mark it as supplemental to the required response. However, this information will not be considered for evaluation purposes.

11.2 Technical Evaluation Process

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

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- ii) The technical presentation should target to address major processes in the CET Registration System but in no way indicate or limit the scope of the desired requirements specifications of the proposed implementation at DGE, MoLE.
 - iii) Cost and mechanism of technical presentation shall be to the charge of bidder.
 - iv) Bidders who prefer not to attend the technical presentation on the specified date would not be given any further date for technical presentation.
 - v) The MSP is expected to showcase a presentation of the proposed solution including all project components.
 - vi) DGE, MoLE technical committee may seek oral clarifications from the bidders during the presentation. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process. All oral clarifications and oral responses provided by the bidders would be recorded and communicated to the bidder.
7. Personal Interview / discussion with the Project Team
- i) DGE, MoLE technical committee will have the right and the option to interview any or all the members of the Project Team, proposed by the bidder and whose profile is the basis of Technical Evaluation.
 - ii) These interviews can be either over telephone or in person.
 - iii) The focus of the interview will be to assess the quality of the experience of the team member, the depth of experience & expertise he/she brings in and the relevance of that expertise to DGE, MoLE, etc.
 - iv) If there is a personal interview, it will be held at the headquarters of DGE, MoLE at New Delhi, at a time and date to be indicated separately.
 - v) The bidder is required to bear the cost of travel of its members for these interviews, in case the team members need to travel from different places.
 - vi) The interview finding will be used for evaluating the profiles submitted by the bidders.

11.3 Technical Evaluation Methodology

1. DGE, MoLE will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at DGE, MoLE's discretion.
2. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned below.
3. Bidders will be asked to give presentation of the envisaged solution to DGE, MoLE.
4. Each Technical Bid will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get a Technical score of 70% or more (prior to normalization) will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
5. Bidder should also score at least 65% in individual sections of Technical Evaluation as mentioned in Technical Evaluation Framework.
6. The Final Normalized technical score of the Bidder shall be calculated as follows:

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Normalized Technical Score of a Bidder = {Technical Score of that Bidder / Score of the Bidder with the highest technical score} X 1000 (adjusted to 2 decimals)

Example:

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

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

The technically qualified bidders will be informed of the date and venue of the opening of the Commercial bids through a written communication

11.4 Technical Evaluation Criteria

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

#	Evaluation Criteria	Total Marks	Minimum Qualifying Marks (Cut-off)
1.	Bidders' Credentials	100	>=65 (65%)
2.	Bidder's Experience	300	>=195 (65%)
3.	Approach & Methodology	300	>=195 (65%)
4.	Resource Planning	100	>=65 (65%)
5.	Technical Presentation and POC	200	>=130 (65%)
Total		1000	>= 700 (70%)

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

Bidders' Credentials			
S. No.	Criteria	Details	Marks Allocated

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1	Turnover of Bidder	If the Turnover of the bidder is greater than INR 500 Crores in the financial year ending 31 st March 2017 <ul style="list-style-type: none"> ▪ >=1000 cr. = 100 ▪ >=700 cr. to 1000 cr. = 80 ▪ >=500 cr. to 700 cr. = 65 	100
Total			100

The evaluation for this parameter will be done as per *Form IX: Financial Information of the bidder.*

Bidders' Experience			
S. No.	Criteria	Details	Marks Allocated
1	Experience in development and maintenance of large scale portals	Experience of implementing 1 large scale project in India with similar scope with a minimum user base of 50 lakh users during the last five (5) years from the last date of submission of bid. <ul style="list-style-type: none"> ▪ >=1 crore users = 100 ▪ >=75 lakh users = 85 ▪ >=50 lakh users = 75 	100
2	Experience in implementing and maintaining solutions/portals hosted on cloud	Experience in implementing and maintaining solutions/portals hosted on cloud in India with a contract value of at least INR 50 Cr each in the last 5 years. <ul style="list-style-type: none"> ▪ 5 citations (at least 1 should be successfully completed) = 150, ▪ 4 citations (at least 1 should be successfully completed) = 125, ▪ 3 citations (at least 1 should be successfully completed) = 100 , ▪ 2 citations (at least 1 should be successfully completed) = 80 	150
3	Experience in large scale eGovernance projects with citizen interface	Experience in large scale eGovernance projects in India with Government to citizen interface in the last 5 years <ul style="list-style-type: none"> ▪ 3 citations (atleast 1 should be successfully completed) = 50 , ▪ 2 citations (atleast 1 should be successfully completed) = 40 	50
Total			300

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The evaluation for this parameter will be done as per *Form XI: Managed Service Provider Experience*. Bidder to provide documentary evidence as mentioned below:

a) Copy of Work order and project completion certificate by client.

OR

b) Copy of Work order and phase completion certificate by client.

Approach & Methodology			
S. No.	Criteria	Details	Marks Allocated
1	Understanding of Business & Scope of work and all aspect of the Project	Demonstrated level of understanding of the DGE, MoLE business processes, the project purpose and scope of work.	40
2	Approach for Implementation	Approach for project implementation and bidder's plan for performing the required services as detailed in scope of work in the RFP	30
3	Proposed Project Governance	Proposed Governance Structure, clearly defined roles and responsibilities, escalation matrix, risk mitigation and interface between multiple stakeholders	20
4	Setting up & running the large transaction systems	Approach for Setting up & running the large transaction systems	20
5	SLA Compliance	Approach for ensuring SLA compliance and also for improving SLAs on a continuous basis	20
6	Tools & Technologies	Tools & Technologies proposed (portal/DMS, cloud system architecture, MIS and Analytics tools etc.)	50
7	Solution Architecture	Solution Architecture (including Functional architecture, application architecture, integration architecture, security architecture, & Infrastructure architecture) Implementation methodology for supporting Dynamic scalability of IaaS and PaaS capabilities (scale up and down) within 15 minutes Detailed approach for provisioning scalability of VMs based on continuous analysis of utilisation trend of the current state	100
8	Value Addition	How will the bidder add value to DGE, MoLE operations and	10

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		continuously help in improving the operations through their solution	
9	Transition and Exit Management Plan	Detailed Transition and Exit Management plan. To include: <ul style="list-style-type: none"> Phase wise Exit Management plan Knowledge sharing 	10
Total			300

The evaluation for this parameter will be done based on the presentation and submitted technical proposal and Bill of Material submitted by the bidder.

Resource Planning			
S. No.	Criteria	Details	Marks Allocated
1	Resource Deployment Plan	Bidder would be evaluated for Resource Deployment Plan	30
2	Project Manager	Should fulfil basic minimum qualification as mentioned in subsequent table in terms of <ul style="list-style-type: none"> Qualification & Certification Total experience Experience in similar assignments 	20
3	Application Expert		10
4	Solution Architect		15
5	Infrastructure Expert		15
6	Database Expert		10
Total			100

The evaluation for this parameter will be done based on the presentation, submitted CVs, technical proposal, interview (if any).

The resources mentioned in the table above will be the key dedicated resources and MSP should ensure the full time deployment of key dedicated resources on the client premises only.

During the Operations and Maintenance Phase, the MSP should ensure full time deployment of following resources on the client premises.

- Project Manager
- Application Expert
- Solution Architect
- Database Expert

The MSP will, in its proposal, include the names and detailed Curriculum Vitae (CV) of their Key Resources in the CV Pro-forma as given in *Form XXVII: Format for CVs* along with supporting documents such as copy of education qualification degree/certificate, experience certificate, technical/ professional certifications (if any).

Each key resource shall be evaluated on the following parameters as per requirements specified in the table below:

- Educational Qualification, relevant Trainings & Certification (20%)

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- Total experience (30%)
- Experience in similar assignments (45%)
- Fitment to the Proposed Role (5%)

Following table specifies the minimum qualification required for Key Positions identified for this project.

#	Position	Minimum Qualifications
1.	Project Manager	<ul style="list-style-type: none"> ▪ Education: Full Time MBA/MCA/ M. Tech & B. Tech / B.E. from a reputed institute ▪ Total Experience: At least 10 years in IT domain ▪ Should have more than 5 years of experience of handling such large projects as a project manager ▪ Languages known (Read, Write and Speak): Hindi, English ▪ Excellent writing, communication, time management and multi-tasking skills
2.	Application Expert	<ul style="list-style-type: none"> ▪ Education: Full time MCA/ M. Tech & B. Tech / B.E. from a reputed institute ▪ Total Experience: At least 5 years in IT Domain ▪ Should have experience of more than 1 large project developing applications of similar nature in eGovernance Domain
3.	Solution Architect	<ul style="list-style-type: none"> ▪ Education: Full time MCA/ M. Tech/ B. Tech / B.E. from a reputed institute ▪ Total Experience: At least 10 years in IT domain ▪ Should have relevant certification like TOGAF or equivalent. ▪ Should have experience of more than 5 years as Solution Architecture in large projects of similar nature
4.	Infrastructure Expert	<ul style="list-style-type: none"> ▪ Education: Full time MCA/ M. Tech/ B. Tech / B.E. from a reputed institute ▪ Total Experience: At least 5 years in IT domain ▪ Should have experience of more than 3 years as Infrastructure Expert in large projects of similar nature
5.	Database Expert	<ul style="list-style-type: none"> ▪ Education: Full time MCA/ M. Tech/ B. Tech/ B.E./ Certified DBA ▪ Total Experience: At least 5 years in IT domain ▪ Should have experience of more than 3 years as a Database Administrator in large projects of similar nature with experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc.

Presentation and Proof of Concept			
S. No.	Criteria	Details	Marks Allocated

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1	Technical Presentation And Proof of Concept	<p>Completeness of solution Out of the box propositions Governance framework SLA management Response to Queries Quality of presentation</p> <p>Proof of Concept for dynamic scalability of IaaS and PaaS capabilities</p>	200
Total			200

The evaluation for this parameter will be done based on the technical presentation by the bidder

11.5 Technical Proposal Format

Section #	Section Heading	Details
Section 1	Technical Proposal Cover Letter	As per format in <i>Form XXII: Technical Proposal Cover Letter</i>
Section 2	Bidder's Credentials	As per format in <i>Form IX: Financial Information of the bidder</i>
Section 3	Bidder's Experience	<p>As per format in <i>Form XI: Managed Service Provider Experience</i></p> <p>Bidder to provide documentary evidence as mentioned below:</p> <p>a) Copy of Work order and project completion certificate by client. OR b) Copy of Work order and phase completion certificate by client.</p>
Section 4	Approach and Methodology	<p>Understanding of background and Scope of Work</p> <p>Proposed Design and Overall Solution including components proposed and sizing for different components which will include</p> <ul style="list-style-type: none"> • Understanding of Requirements • Overall Solution & Application Architecture • IT Infrastructure and Deployment Architecture • IT Infrastructure-Security and Integration • Tools and Technologies Proposed with details in Bill of Material <p>Overall approach and methodology for all components including optional components with details as mentioned in section 11.4</p>
Section 5	Project Plan	Details of project plan
Section 6	Resource Planning and Key Personnel proposed	<ul style="list-style-type: none"> • Resource deployment plan in all phases • Governance structure • Quality of people proposed for solution deployment

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		<ul style="list-style-type: none"> • Number and Quality of people proposed for support • Names and detailed Curriculum Vitae (CV) of their Key Resources in the CV Pro-forma as given in <i>Form XXVII: Format for CVs</i> along with supporting documents such as copy of education qualification degree/ certificate, experience certificate, technical/ professional certifications (if any).
Section 7	Bill of Material	As per format in <i>Form XVI: Bill of Material</i> and to address all requirements as specified in RFP
Section 8	Technical Presentation	No specific format
Section 9	Other Supporting Documents	No specific format

12 Commercial Proposal

12.1 Commercial Proposal Guidelines

1. Commercial proposal to include the covering letter as given at *Form XXIII: Commercial Proposal Cover Letter*
2. Unless explicitly indicated, the bidder must not include any technical information regarding the services in the Commercial proposal.
3. As part of the commercial proposal, the bidders shall mandatorily quote for all the components as mentioned in the RFP.
4. The Commercial proposal must be detailed and must cover each year of the project term. The Commercial proposal must be summarized by completing the pricing matrices which are mentioned below.
5. Commercials for all components should be valid and firm for the entire duration of the project.
6. DGE, MoLE reserves the right to procure the components/services listed in this RFP in whole or in part. The payment by DGE, MoLE to the MSP shall be made only against the actual services availed by DGE, MoLE.
7. The price mentioned in the letter of intent issued to MSP shall be the only payment, payable by DGE, MoLE to the MSP for completion of the obligations by the MSP as per the letter of intent, subject to the terms of payment specified in the letter of intent issued to the MSP.
8. RFP.
9. The bidder must quote the prices strictly in the manner as indicated in the RFP, failing which bid is liable for rejection. The rate/cost shall be entered in words as well as in figures.
10. The bidders are required to distinctly mention nature, percentage and amount of applicable tax/duties/levies in appropriate columns.
11. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications. No upward adjustment of the commercial price (to be mentioned in the letter of intent) shall be made on account of any variations except for service tax component. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

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

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21. If the price for any of the services is not explicitly quoted in the commercial bid or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted, and DGE, MoLE has the right to source services for which no price was quoted or quoted as zero, at no additional price.
22. If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the agreement.
23. The commercial bid should be provided per the formats below this RFP.
24. Commercial bid of a bidder will be declared non-responsive if the bidder has proposed components in the price bid which are different from the solution as mentioned in the technical bid.

12.2 Opening of Commercial Bids

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

12.3 Evaluation of Commercial bids

1. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
2. The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at DGE, MoLE's discretion.
3. The Normalized commercial score of the technically qualified bidders will be calculated, while considering the Commercial quote given by each of the Bidders in the Commercial Bid as follows:
 - i) Normalized Commercial Score of a Bidder = {lowest quote / Bidders quote} X 1000 (adjusted to 2 decimals)

Example:

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

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

12.4 Commercial Proposal Forms

12.4.1 Total Cost of Ownership (TCO)

The Total cost of ownership (TCO) for MSP will be calculated for the total infra proposed for catering to a user load of 1 Cr registrations. Considering the peak load (50%) for last 1 week of registration process (running across a period of 2 months).

Total cost of ownership for CSP will be calculated for the number of VMs proposed under IaaS and PaaS as given by the bidder in the technical solution.

The commercial template is as per the below mentioned tables.

S.No.	Commercial Bid Line Item	Base Price in INR	Applicable Taxes	Total Price in INR	Total Amount in Words
1.	Solution Development (one time)				
2.	Infrastructure Cost for the below environment <ul style="list-style-type: none"> • Development • Testing • Staging • Production 				
3.	Cloud Deployment (as per format 12.4.2.)				
4.	Load and Performance Testing				
5.	Manpower Cost for O&M as per the defined resources in 12.4.3. for 2 years				
6.	Training Cost for 20 Sessions				
Total Inclusive of Taxes					

12.4.2 Cloud and Provisioning

A multiplication factor of 1000 hrs will be used for commercial evaluation perspective

		Cores	RAM (GB)	Storage (Host Based)	Cost per Hr
PaaS	Portal 1	4	16	100	
	Portal 2	8	32	100	
	Portal 3	16	32	200	
	App Server 1	4	16	100	
	App Server 2	8	32	100	
	App Server 3	16	32	200	
	DB 1	8	32	100	
	DB 2	16	32	200	
IaaS	Misc 1	2	8	50	
	Misc 2	4	16	100	
	Misc 3	8	32	100	

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SAN Storage	SSD	200 GB	
	Object Storage	200 GB	
	Backup Storage	200 GB	
	Archival Storage	100 GB	
Network			
	Inbound	200 GB	
	Outbound	200 GB	
Security			
	DDoS		
	WAF		
	Firewall and IPS		
	SIEM		
Others Services on (IaaS/PaaS)			
	Email Gateway		
	SMS Gateway		
	Any Other		

Key Considerations

1. Development and testing environments will be provisioned as required.
2. Staging area will continue to exist
3. Performance testing environments will be provisioned only for the specific timelines

12.4.3 Manpower Cost for Operation and Maintenance Phase

The cost of resources for the Operation and Maintenance Phase would be calculated as per the below table. The same would be used for O&M quarterly payment in actuals

Resource Planning				
S. No.	Criteria	Details	Price per man month	Price for 2 years (24 man months)
1	Project Manager	Should fulfil minimum qualification as mentioned in Technical Evaluation Criteria 11.4 in terms of <ul style="list-style-type: none"> ▪ Qualification & Certification ▪ Total experience ▪ Experience in similar assignments 		
2	Application Expert			
3	Solution Architect			
4	Database Expert			
Total				

12.4.4 Training Cost

A multiplication factor of 20 to be used for evaluation purpose only, while billing will happen in O&M phase in actuals.

S.No.	Component	Description	Training Cost per Session	Total Cost for 20 Sessions
1.	Training	<ul style="list-style-type: none"> ▪ Inclusive of material and travelling ▪ 2 trainers for each session 		

12.4.5 Additional Manpower Cost

DGE, MoLE wants the bidder to provide the cost of additional person rate inclusive of travel, boarding and lodging costs. The cost is required for the following types of resources. The utilization of the cost during the project is the sole discretion of DGE, MoLE but the cost will not be used for evaluation purpose.

S.No.	Type of Resource	Required education, experience and skill set	Rate per Man month in INR	Applicable Taxes	Total Price in INR (inclusive of Taxes)
2.	Functional Resource	<ul style="list-style-type: none"> ▪ Full time MBA/ PGDM in related functional domain ▪ Average experience should be of 5 years ▪ Should have handled at least two assignments of similar nature 			
3.	Technical Resource	<ul style="list-style-type: none"> ▪ Full time MCA /B. Tech / BE ▪ Average experience should be of 5 year ▪ Should have handled at least two assignments of similar nature 			

13 Overall Evaluation

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

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

Example:

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

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

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

14 Award of Contract

14.1 Notification of Award

DGE, MoLE will notify the successful Bidder by publishing the result on CPP Portal. Further details would be communicated to the successful bidder through email.

14.2 Signing of Agreement

1. After the notification of award, DGE, MoLE will issue Purchase Order (PO)/ Letter of Intent (LOI). The Bidder shall sign and return back to DGE, duplicate copy of the Purchase Order as an acceptance of the PO/ LOI within 20 calendar days from the date of issuance of PO/ LOI along with two (2) Performance Bank Guarantees. On receipt of the Performance Bank Guarantees DGE, MoLE shall enter into a contract with the successful bidder. The Master Service Agreement is provided in this RFP.
2. The successful bidder shall also submit a fresh undertaking of not being blacklisted as on date of the signing of the agreement (As per *Form VIII: Undertaking of not being black listed*).

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3. DGE, MoLE does not commit to buy all the components in the quoted price for which pricing has been sought. Out of the various priced components of the Commercial proposal, DGE, MoLE will have the option and the right to buy any combination of services or items. The priced items which DGE, MoLE intends to buy will be included in the commercial agreement with the successful bidder.
4. During the period of the agreement, DGE, MoLE could buy any of those components which are not included in the agreement and which are part of the quoted price of the bidder. DGE, MoLE will have the right to buy those components at the same rate for which the bidder was selected as the successful bidder. The Price quote for all the services indicated in the quote will be valid for the complete period of agreement.
5. Once an agreement is signed with the successful bidder based on the Commercial proposal, no adjustment of the agreement price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the agreement.
6. The Agreement price arrived at, on the basis of selection of a price of the successful bidder, shall be the only payment, payable by DGE, MoLE to the bidder for completion of the contractual obligations by the successful bidder under the Agreement, subject to the terms of payment specified in this document. The price would be inclusive of all taxes, duties, charges and levies as applicable.

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

Failure of the successful bidder to agree with the Terms & Conditions of the RFP within 20 calendar days period shall constitute sufficient grounds for the annulment of the award, in which event DGE, MoLE may award the agreement to the next best value bidder or call for new proposals and invoke the PBG and/or forfeit the EMD.

14.4 Performance Bank Guarantee

1. The successful MSP shall at his own expense deposit with DGE, MoLE, within twenty (20) calendar days from the date of issuance of PO / LoI, two (2) unconditional and irrevocable Performance Bank Guarantees (PBG) from a scheduled commercial bank in the format prescribed in *Form XXV: Performance Bank Guarantee*, payable on demand, for the due performance and fulfilment of the contract by the bidder.
2. Each Performance Bank Guarantee will be for an amount equivalent to 5% of Total Cost of Ownership and shall be valid for a period of Six (6) Months from the completion of the contract. Total cost of ownership for MSP will be calculated using the commercial bidding parameters as mentioned in Section 8 of this RFP. Total cost of ownership for CSP will be calculated for the number of VMs proposed under IaaS and PaaS as given by the bidder in the technical solution. Rest of the Parameters and multiplication factors (except for cloud) would be same as in the Commercial Proposal given by the bidder.
3. The performance bank guarantees may be discharged/returned by DGE, MoLE upon being satisfied that there has been due performance of the obligations of the MSP under the contract. However, no interest shall be payable on the performance bank guarantee. DGE, MoLE may return one of the two Performance Bank Guarantees to the Vendor after payment of at least 50% of the Total Cost of Ownership.

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4. In the event of the MSP being unable to service the Agreement for reasons attributable to the MSP, its consortium members or any subcontractors, or any team members, the Purchaser shall have the right to invoke the Performance Bank Guarantees. Notwithstanding and without prejudice to any rights whatsoever of the Purchaser under the Agreement in the matter, the proceeds of the guarantees shall be payable to the Purchaser as compensation for any loss resulting from the failure of MSP, its consortium members or any subcontractors, or any team members to perform/comply its obligations under the contract. The Purchaser shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 calendar days, indicating the contractual obligation(s) for which the MSP is in default.
5. DGE, MoLE shall also be entitled to make recoveries from the MSP's bills, performance bank guarantees, or from any other amount due to the bidder, an equivalent value of any payment made to the bidder due to inadvertence, error, collusion, misconstruction or misstatement.
6. In case the project is delayed beyond the project schedule as mentioned in the RFP, the performance bank guarantees shall be accordingly extended by the MSP till completion of scope of work as mentioned in the RFP.
7. These Performance Bank Guarantees shall be valid up to the completion of the period of 'Go-Live 0' + 2 years + 6 months for the Solution.
8. On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate will be issued and the second PBG will be returned to the Bidder.

14.5 Warranty & Maintenance

1. Bidder shall also provide complete maintenance support for all the components of the proposed integrated solution as outlined in this RFP for a period of Two (2) years from the date of go-live 0 i.e. "Go-Live 0" + 2 years
2. During the warranty period, the bidder shall warrant that all the components of the solution, supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the components supplied under this contract shall have no defects arising from design, materials or workmanship.
3. DGE, MoLE or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to DGE, MoLE and within time specified and acceptable to DGE, MoLE.
4. If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, DGE, MoLE may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which DGE, MoLE may have against the bidder under the contract.

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5. During the comprehensive warranty period, the successful bidder will provide all updates, patches/fixes, and version upgrades for all solution components within 15 days of their availability and should carry out installation and make operational the same at no additional cost to DGE, MoLE.
6. The successful bidder hereby warrants DGE, MoLE that:
 - i) The implemented solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the contract.
 - ii) The proposed integrated solution will achieve parameters delineated in the technical specification/ requirement.
 - iii) The successful bidder will be responsible for warranty services from licensors of products included in the systems.
 - iv) The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

15 Master Service Agreement

This Master Services Agreement along with all its Schedules, Annexures and Appendices (hereinafter referred to as the “**Agreement/MSA**”), is made on this <<day>> day of <<month>>, 2018 by and between:

- i) **Directorate General of Employment, Ministry of Labour and Employment, Sharam Shakti Bhawan, Rafi Marg, New Delhi– 110001** (hereinafter called the ‘**DGE, MoLE**’ or “**Purchaser**”, which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office or permitted assign) being the Party of the FIRST PART;

AND

- ii) ___<name of the company>___, a company registered under the Indian Companies Act, 1956 having its registered office at ___<address>___ and place of business at ___<address>___ (hereinafter referred to as “**Managed Service Provider**” / “**MSP**”, which expression, unless excluded by or repugnant to the context deemed to include its successors and permitted assigns) represented through its ___<Name & designation of authorized person>___, who is duly authorized to sign, execute vide a board resolution dated <<date>> passed by its board of directors being the Party of the SECOND PART.

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as ‘**Consortium Partner**’ or “**Consortium Member**” which expression shall, unless the context otherwise requires, include its successors and permitted assigns) of the Third Part.

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DGE, MoLE and the Managed Service Provider shall independently be called as “Party” and jointly as “Parties”.

WHEREAS

1. DGE, MoLE intends to implement a CET Registration System on NCS Portal for its operations and maintenance (“Project”).
2. In furtherance of the Project, DGE, MoLE undertook the selection of a suitable managed service provider through a competitive bidding process for implementing and maintaining the Project and in this behalf issued Request for Proposal (RFP) dated <***> for Selection of Managed Service Provider for Implementation and Maintenance of CET Registration System on NCS Portal and subsequent corrigendum, addendums and modifications and pre-bid clarifications issued by DGE, MoLE thereto (together the “RFP”);
3. The Managed Service Provider has been selected as the successful bidder by DGE, MoLE vide its Letter of Intent datedto undertake and implement the CET Registration System on NCS Portal involving development, testing, certification and auditing of the solution, its implementation & roll out and providing operations and maintenance support of the Project and desired service levels, on the basis of the proposal dated <DD/MM/YYYY> submitted by MSP in response to the RFP as set out in Annexure (“Proposal ” which term shall include all clarifications and additional documents submitted by MSP with reference to the Proposal) to this Agreement
4. The MSP has accepted the Letter of Intent vide its acceptance letter dated (‘Acceptance of Letter of Intent) and has agreed to provide services as are represented in the Proposal, including the terms of this Agreement, the Schedules attached hereto and in accordance with the terms of the RFP, and in terms of the clarifications issued by the DGE,MoLE in relation to the implementation of the Scope of Work;
5. In consideration of the foregoing, Parties now wish to enter into this Agreement to govern their mutual rights and obligations with respect to the provision services implementation of the Project.

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

15.1 Definitions and interpretations

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

1. **“Acceptance”** - Software, Solution, or any other Deliverable shall be considered to have been accepted by DGE, MoLE, subsequent to its Commissioning and Testing, when all the activities as defined in the RFP and in the Agreement have been successfully executed and completed by the MSP and DGE, MoLE has indicated his acceptance by signing the Acceptance Certificate.
2. **“Acceptance Certificate”** - means that document issued by DGE, MoLE signifying Acceptance of the Software, Solution, or any other Deliverable pursuant to the successful completion of the Acceptance Test of the System.

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3. **“Agreement/MSA”** means this Master Services Agreement together with all the Schedules, Annexures, the RFP, Proposal, the Letter of Intent issued by DGE, MoLE, the acceptance letter from the MSP together with the schedules and any addendums, corrigendums issued and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of this Agreement.
4. **“Agreement Value”** means [_____] i.e. the amount quoted by the MSP (inclusive of taxes) in its commercial proposal.
5. **“Applicable Laws”** includes all applicable statutes, enactments, acts of legislature or laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, requirement or other governmental restriction and orders or judgements of any Governmental authority, tribunal, board, court or other quasi-judicial authority or other governmental restriction or any similar form of decision applicable to the relevant Party and as may be in effect on the date of execution of this Agreement and during the subsistence thereof, applicable to the Project.
6. **“Bill of Material”** or **“BoM”** means the bill of material regarding CET Registration System provided by MSP in its Proposal, stating the prices of the materials to be procured by the MSP (on behalf of DGE, MoLE) in pursuant to the specifications more elaborately stated in RFP
7. **“Control”** means, in relation to any business entity, the power of a person to secure:
 - i) By means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or
 - ii) by virtue of any powers conferred by the Articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person’s wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
8. **“DGE, MoLE’s Representative”** means the person or the persons appointed by DGE, MoLE from time to time to act on its behalf for overall coordination, supervision and project management.
9. **“Project”** means the implementation and maintenance of CET Registration System on NCS Portal involving the System Design, Development, Customization, Configuration, Implementation, Operations, Management and Maintenance, training services and provision of all services and deliverables across all the identified locations as per the terms and conditions laid in the RFP and provision of services in conformance to the SLA;
10. **“Confidential Information”** means all information as including DGE, MoLE Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of DGE, MoLE or its nominated agencies which is disclosed to or otherwise learned by the MSP in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
11. **“DGE, MoLE Data”** shall mean any record, transaction, document and information related to the Project which includes, but not limited to, any matter or thing tangible or intangible, factual, fictitious or imaginary, hypothetical or abstract, known or unknown, accurate or inaccurate provided by DGE, MoLE to MSP and includes any

thought, form or substance, or knowledge proposition or opinion supplied or recorded by man or machine and prepared, stored or transmitted in computer readable form and shall include information. However, the ownership of all the DGE, MoLE Data belongs to DGE, MoLE and MSP would merely handle the data on behalf of DGE, MoLE.

12. **“Disaster Recovery Centre”** or **“DR”** means the centre that is designed to act as the Data Center on occurrence of a disaster / non-functioning of the DC.
13. **“Deliverables”** means software, the products, infrastructure, licenses and services agreed to be procured by the MSP in pursuance of the Agreement as elaborated in the RFP and includes all documents related to the solution, user manual, technical manual, designs, process documentations, the artifacts, the training materials, process and operating manuals, service mechanisms, policies and guidelines, inter alia payment and/or process related etc., source code and all their respective modifications;
14. **“Effective Date”** means the date on which the Agreement is executed by both the Parties.
15. **“Equipment”** means the computer hardware, machinery, electronic items, networking equipment, switches, routers, cables, and other tangible equipments/goods/items etc. used for the Project and includes their user manuals, technical manuals, operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related) and all its modifications, provided or to be provided by MSP to DGE, MoLE under this Agreement, pursuant to the Agreement.
16. **“Force Majeure”** shall have the same meaning ascribed to it in Clause 15.21 of the Agreement;
17. **“Intellectual Property Rights”** means any patent, design, trademark, trade name, trade secret, and copyrights, moral rights, permit, service marks, brands, proprietary information, knowledge, technology, licenses, know how rights in databases and software including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration)) and includes other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Agreement and the right to ownership and registration of these rights
18. **“Notice”** means:
 - i) a notice; or
 - ii) a consent approval or other communication required to be in writing under this Agreement, to be served at the addresses as given under Clause 15.29 hereunder.
19. **“OEM”** or **“Original Equipment Manufacturer”** means the original manufacturer and owner of the Intellectual Property Rights of any Software or Equipment to be used in the Project and to which DGE, MoLE has been granted license to use.
20. **“Term”** means the period of the Agreement commencing from the Effective Date and continuing till the last day of Operations and Maintenance Service, or the date of termination, in case of earlier termination of the Agreement.
21. **“Parties”** means DGE, MoLE and the MSP and the Consortium Member and the term ‘Party’ means either of the Parties.
22. **“Proposal”** shall have the meaning ascribed to such term in WHEREAS clause of this Agreement.

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23. **“Performance Guarantee”** and **“Performance Bank Guarantee”** shall mean the guarantee provided by a scheduled commercial bank to DGE, MoLE on behalf of the MSP for the amount specified in “Payment Terms and Schedule” of the RFP;
24. **“Project Assets”** means the assets, Equipment, sub-systems, hardware, Software, products, Solution, accessories and/or other material/items mentioned in the Scope of Work procured and/or developed by the MSP for the purpose of the Project, pursuant to this Agreement.
25. **“Project Data”** means all proprietary data of the PROJECT generated out of Project operations and transactions, documents and related information including but not restricted to user data which the MSP obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement and the SLA;
26. **“Project Location”** shall include all DGE, MoLE sites that will require setup for smooth operations of the CET Registration System.
27. **“Project Implementation phase”** means Project Implementation phases as per the RFP;
28. **“Go-Live”** means the dates on which the proposed CET Registration System on NCS Portal is successfully implemented at locations as specified in the RFP and all the acceptance tests & certifications as defined in the RFP are successfully concluded to the satisfaction of DGE, MoLE. There are 4 different Go Live phases that are defined in this RFP.
29. **“Service Specifications”** means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the RFP and the Agreement as well as those specifications relating to Industry standards and codes applicable to the performance of the Services and Scope of Work, work performance quality and the specifications affecting the Services and Deliverables or any additional specification required to be produced by the MSP to meet its obligations under this Agreement.
30. **“Stabilization Phase”** means the period after go-live of a particular phase and would last for a duration of One (1) month as specified in the RFP subject to meeting the requirements of the RFP
31. **“Proprietary Information”** means processes, methodologies and technical and other information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under this Agreement, or the SLA;
32. **“Request for Proposal/(RFP)”** means the documents containing the general, technical, functional, commercial and legal specifications for the implementation of the CET Registration System issued respectively and as different Annexures, Appendices and Forms and includes the clarifications, explanations, minutes of the meetings, corrigendums and amendments issued from time to time during the bidding process and on the basis of which MSP has submitted its Proposal.
33. **“Replacement Managed Service Provider”** means any third party that DGE, MoLE may appoint to replace the MSP upon expiry of the Term or otherwise termination of this Agreement or the SLA to undertake the Services or part thereof;
34. **“Service Level”** means the level of service and other performance criteria which will apply to the services delivered by the MSP as set out in Annexure II of this RFP.
35. **“Service Level Agreement (SLA)”** means the Performance and Maintenance SLA, executed by and between the MSP and DGE, MoLE, in terms of the Service Level Requirements.

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36. **“Scope of Work”** means all Project Deliverables and Services, and any other Deliverables as required to be provided by the MSP as specified in the RFP and this Agreement.
37. **“MSP”** shall have the meaning ascribed to such term in Parties clause of this Agreement and shall be deemed to include the MSP's successors, representatives (approved by DGE, MoLE), heirs, executors, consortium partners, sub-contractors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Agreement. The word MSP when used in the pre-award period shall be synonymous with parties bidding against this RFP
38. **“MSP's Team”** means the MSP along with all of its Consortium Member and its authorized partners/agents and representatives or other personnel employed or engaged either directly or indirectly by the MSP or the Consortium Member to provide Services to DGE, MoLE under the scope of this Agreement.
39. **“Services”** means the services to be performed by the MSP as per the requirements/conditions specified in the Agreement and the RFP using the tangible and intangible assets created, procured, installed, managed and operated by the MSP including the tools of information and communications technology as mentioned in the Agreement and includes but is not limited to the list of services specified in the RFP. In addition to this, the definition would also include other related / ancillary services to the Scope of Work.
40. **“System”** means integrated system/solution and Services indicated in the Scope of Work and covered under the scope of each Work Order issued by DGE, MoLE.
41. **“Solution”** means all the hardware, equipment, servers, third party tools, databases, and middleware software provided by the MSP to meet the functional and technical requirements of DGE, MoLE and required to make it work as complete CET Registration System.
42. **“Software”** means the software designed, developed / customized, tested and deployed by the MSP for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the Term of the Project, but does not include the third party software products and proprietary software components and tools deployed by the MSP;
43. **“Timelines”** means the timelines for performance of scope of work as described in the RFP;
44. **“Third Party Solution”** means Systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which MSP or DGE, MoLE has been granted a license to use.
45. **“Working Day”** means any day on which any of the office of DGE, MoLE will be functioning, including gazetted Holidays, restricted holidays or other holidays, Saturdays and Sundays.
46. **“Work Order”** means the work order(s) issued from time to time by DGE, MoLE to the MSP to provide Project Assets and Services as per the terms and conditions of this Agreement.

15.2 Interpretation

In this Agreement, unless otherwise specified:

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1. Unless otherwise specified, a references to clauses, sub-clauses, or section is a reference to clauses, sub-clauses, or section of this Agreement including any amendments or modifications to the same from time to time;
2. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders;
3. references to a **'company'** shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
4. Words denoting to a **'person'** shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
5. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
6. Any reference to a **'day'** (including within the phrase **'business day'**) shall mean a period of 24 hours running from midnight to midnight;
7. References to a **'business day'** shall be construed as a reference to a day (other than a Sunday) on which DGE, MoLE Corporate office is generally open for business;
8. References to times are to Indian Standard Time;
9. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
10. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
11. Managed Service Provider (MSP) or Implementation Agency (IA) has been used for the same entity i.e. bidder selected for the project.
12. Unless otherwise expressly stated, the words **"herein"**, **"hereof"**, **"hereunder"** and similar words refer to this Agreement as a whole and not to any particular Article or Schedule. The words **"include"** and **"including"** shall not be construed as terms of limitation;
13. The words **"in writing"** and **"written"** mean **"in documented form"**, whether electronic or hard copy, unless otherwise stated. Any reference to attorneys' fees shall include fees of the professional assistants of such attorneys;
14. References to **"installation"** include investigation, design, engineering, procurement, delivery, installation, processing, testing, and commissioning;
15. References to **"implementation"** include investigation, design, engineering, procurement, delivery, installation, processing, testing, and commissioning;
16. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or novated at the time of such reference;
17. Any agreement, consent, approval, authorization, notice, communication, Information or report required under or pursuant to this Agreement from or by any Party or the independent engineer and/or a statutory auditor and/or any other authority shall be valid and effectual only if it is in writing under the hands of duly authorized

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- representative of such Party or the independent engineer and/or statutory auditor or any other authority, as the case may be, in this behalf and not otherwise;
18. Unless otherwise stated, any reference to any period commencing “**from**” a specified day or date and “**till**” or “**until**” a specified day or date shall include either such days or dates;
 19. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase having corresponding meanings;
 20. A reference to the Agreement shall, unless the context otherwise requires, include a reference to its Annexures, Schedules and every other documents forming part of this Agreement. If a term of this Agreement requires things to be done, undertaken or completed under the Agreement, the same, if relevant, shall, unless the context otherwise require, mean to include such things to be done, undertaken or completed under the relevant Schedules, Annexures of this Agreement.

15.3 Measurements and Arithmetic Conventions

1. All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

15.4 Ambiguities and Discrepancies within Agreement

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

1. Between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a General Clause;
2. Between the provisions of RFP and any Corrigendum issued thereafter, the provisions of the Corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFP;
3. As between the provisions of this Agreement and the RFP and the Proposal, this Agreement shall prevail; and
4. As between the provisions of this Agreement and the Schedules/Annexures, DGE, MoLE shall have the right to determine which provisions shall prevail and MSP shall be obliged to abide by the decision of DGE, MoLE
5. As between the provisions of the RFP and the Proposal, unless otherwise decided by DGE, MoLE, the RFP shall prevail, and
6. As between any value written in numerals and that in words, the value in words shall prevail.

15.5 Documents forming part of Agreement

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

1. This Agreement;
2. The Letter of Intent;
3. The RFP;
4. The Proposal;

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5. The Corporate Non-disclosure agreement, individual Non-disclosure document and any other document to be submitted by the MSP/Consortium Member/their teams and appended to this Agreement.

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

15.6 Scope of Work

15.6.1 Obligations under the SLA

1. In consideration of the award of the work under the RFP to the MSP and payments to be made by the DGE, MoLE to the MSP as hereinafter mentioned, the MSP shall accomplish the Scope of Work (including the provision of goods and Services and to remedy defects therein) under this Agreement and the RFP as per the Timelines and as per the Service Level mentioned in Annexure B. If the MSP fails to achieve the Timelines due to reasons attributable to it, or if it fails to achieve the Service Levels (in the SLAs) for any reason whatsoever, the MSP shall be liable to pay liquidated damages as mentioned in the RFP.
2. In case the MSP is not solely liable for the breach of Timelines, amount of liquidated damages shall be deducted on proportionate / pro-rata basis depending upon the MSP's extent of fault in such breach of Timelines.
3. DGE, MoLE shall have the right to determine such extent of fault and liquidated damages in consultation with MSP. Payment of liquidated damages shall not be the sole and exclusive remedies available to DGE, MoLE and the MSP shall not be relieved from any obligations by virtue of payment of such liquidated damages.
4. The liquidated damages will be capped as mentioned in this Agreement. If the liquidated damages cross the cap specified, DGE, MoLE shall have the right to terminate this Agreement for breach and consequences for such termination as provided in this Agreement shall be applicable.

15.6.2 Change of Control

1. In the event of a change of control of the Managed Service Provider during the Term, the MSP shall promptly notify DGE, MoLE and/or its nominated agencies of the same in the format set out as Annexure of this Agreement.
2. In the event that the net worth of the surviving entity is less than that of Managed Service Provider prior to the change of Control, DGE, MoLE or its nominated agencies may within 30 days of becoming aware of such change in Control, require a replacement of existing Performance Guarantee (with same or higher value) furnished by the Managed Service Provider from a guarantor acceptable to DGE, MoLE or its nominated agencies (which may or may not be Managed Service Provider or any of its associated entities).
3. If such a guarantee is not furnished within 30 days to DGE, MoLE or its nominated agencies requiring the replacement, DGE, MoLE may exercise its right to terminate this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
4. Pursuant to termination, the effects of termination as set out in Clause 15.19.5 of this Agreement shall follow.

5. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Managed Service Provider shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

15.7 Term and duration of the Agreement

1. This Agreement shall come into effect on <***> 20--- (hereinafter the 'Effective Date') and continue for a period of two years from the date of Go-Live 0 ("Term") extendable at the option of DGE, MoLE for a period up to one years(or part thereof) followed by another one year (i.e Total 2+1+1 Years) on mutually agreed terms and conditions . The Term, for the purposes of any payments to MSP, does not include (a) any extension arising out of breach of any obligations by MSP (b) unless otherwise agreed, time duration for implementation of exit management plan.

15.8 Conditions precedent

15.8.1 Payment obligations to take effect upon fulfilment of Conditions Precedent

1. Subject to express terms to the contrary, the rights of the MSP to receive payments, and obligation of DGE, MoLE to make payments under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, DGE, MoLE or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the MSP in writing and no such waiver shall affect or impair any right, power or remedy that DGE, MoLE may otherwise have.
2. The MSP shall be required to fulfil the Conditions Precedent which is as follows:
 - i) to provide within 20 calendar days of issuance of Letter of Intent by the DGE, MoLE to the MSP, 2(two) unconditional, irrevocable and continuing Performance Bank Guarantee (as defined in Clause 14.4 of the RFP) to DGE, MoLE from a scheduled commercial bank in the prescribed format which would remain valid for the entire Term of the agreement and for an additional period of six months after the completion of term of Agreement.
 - ii) The MSP provides an undertaking to the effect that it has entered into all relevant back end contracts with OEMs(if any), whose products / services it has quoted in the Proposal;
 - iii) Furnishing such other documents including the Corporate Non-Disclosure Agreement and any other documents related to this Agreement as DGE, MoLE may specify prior to signing of this Agreement.

15.8.2 Key performance measurement

1. The MSP shall commence the performance of its obligations under the Agreement from the Effective Date and shall provide the Deliverables and perform the Services and carry out the Scope of Work in accordance with the terms of this Agreement, Service Specifications, the Scope of Work and the Service Level Agreements as laid down in the RFP.
2. If the Service Specification includes more than one document, then unless DGE, MoLE specifies to the contrary, the document submitted later in time shall prevail over a document of an earlier date to the extent of any inconsistency.

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

15.8.3 Commencement and progress

1. The MSP shall commence the performance of its obligations in a manner as specified in the Scope of Work, Service Level Agreements and other provisions of the Agreement from the Effective Date.
2. The MSP shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulated as to the time, manner, mode, and method of execution contained in this Agreement.
3. The MSP shall be responsible for and shall ensure that all activities / services are performed in accordance with the Agreement, Scope of Work, Services Specifications and Service Level Agreements and that the MSP's Team complies with such specifications and all other standards, terms, and other stipulations / conditions set out hereunder.
4. The MSP shall perform the activities/ services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognised by international professional bodies and shall observe sound management, engineering and security practices.
5. It shall employ appropriate advanced technology and engineering practices and safe effective equipment, machinery, material and methods. The MSP shall always act, in respect of any matter relating to this Agreement, as faithful advisors to DGE, MoLE and shall, at all times, support and safeguard DGE, MoLE's legitimate interests in any dealings with MSP's Team and Third parties.
6. In providing the Services, it shall use reasonable spare no effort to prevent any disruption to DGE,MoLE's normal business operations.

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7. The MSP shall keep all back end contracts with all OEMs, subcontractors etc. in force and up to date to ensure provision of goods and services as per the RFP and the Proposal and to meet all the SLAs.
8. The MSP shall use all material (including, without limitation, hardware, software, documents etc.) provided by DGE, MoLE or any of its representative, service provider etc. ('Purchaser's Material') in accordance with the license terms of such materials. The MSP will reasonably cooperate with the DGE, MoLE in respect of any third party audit related to MSP's use and possession of any Purchaser's Material.

15.8.4 Final testing and Acceptance

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

1. Final testing and certification criteria will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub- systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and this Agreement;
2. Final testing and certification criteria will be finalized from the development stage to ensure that the guidelines are being followed and to avoid large scale modifications pursuant to testing done after the application is fully developed;
3. Final testing and certification criteria will consider conducting specific tests on the software, hardware, networking, security and all other aspects;
4. Final testing and certification criteria will establish appropriate processes for notifying the MSP of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the MSP to take corrective action; etc. Final acceptance test criteria will also adhere to the requirements as detailed in the RFP
5. The Parties shall each ensure that the range of the Services/Deliverables under the SLA shall not be varied, reduced or increased except with the prior written agreement between DGE, MoLE and the MSP in accordance with the provisions of Change Management and Control set out in the RFP. Save for the express terms of the Terms of Payment Schedule set out in this Agreement, DGE, MoLE or its nominated agencies and its users may purchase any particular category of Deliverables that may become necessary as per the Change Management and Control set out the RFP, without the need to go for a separate procurement process.

15.9 Scope of project

15.9.1 Scope of Work for the MSP

1. In consideration of the award of the work under the RFP to MSP and payments to be made by DGE, MoLE to the MSP as hereinafter mentioned, the MSP hereby covenants with DGE, MoLE to provide the Deliverables, Project Assets and perform the Services

and to remedy defects therein and to perform all obligations mentioned in the RFP in conformity in all respects with the provisions of the Agreement.

2. DGE, MoLE hereby covenants to pay the MSP in consideration of the provision of the Services and the remedying of defects therein, the Agreement Value or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed under the Agreement.
3. Scope of Work under the Agreement shall be as defined in the RFP and clarifications, annexures, schedules etc. thereof.
4. Without prejudice to the generality of clause (c) above, the MSP is required to provide such services and support as the DGE, MoLE may deem proper and necessary, during the Term of the Agreement, including all such processes and activities which are consistent with the Proposal, the RFP and this Agreement and are deemed necessary by DGE, MoLE, in order to meet its business requirements
5. For the avoidance of doubt, it is expressly clarified that this Agreement shall govern the provision of the contracted professional services under the SLA to the Directorate General of Employment, MoLE and its nominated agencies. Any additional/optional-equipment/service/items supplied by MSP - as per the MSP's commercial proposal (on DGE, MoLE's request) shall also be governed by the terms and conditions set out in this agreement.

15.9.2 Interpretation of the Scope of Work

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

15.10 Payment terms

15.10.1 Terms of Payment

1. Subject to the provisions of this Agreement and of the SLA and subject always to the fulfilment by the MSP of its obligations herein, in consideration of the obligations undertaken by the MSP under this Agreement, DGE, MoLE shall pay the Managed Service Provider for the successful delivery of Deliverables, performance of the Services and procurement of the Project Assets rendered in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out in section 8 of the RFP.
2. DGE, MoLE shall make payments only to the MSP at the time and in the manner set out in Terms of Payment subject always to the fulfilment by the MSP of its obligations herein.
3. DGE, MoLE shall make all payments under this Agreement, as set out in the Payment clause to the MSP only shall not be liable to make any payments or for any other related obligation under this Agreement to any other party including but not limited to the MSP' consortium partners/ sub-contractors/ vendors or any other member of MSP's Team or any third party engaged by the MSP in any way connected with the discharge

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of the MSP's obligation under the Agreement and in any manner whatsoever. The MSP shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.

4. All payments agreed to be made by DGE, MoLE to the MSP in accordance with the Agreement shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and DGE, MoLE shall not be liable to pay any such levies/other charges under or in relation to this Agreement and/or the Project Assets, Deliverables and Services.
5. GST shall be reimbursed on actuals. Works contract taxes, if any applicable, shall be reimbursed on actual.
6. In case of change in taxes under change in law, appropriate parties shall pass the benefit of the same over and above the Agreement Value. In case of such change, MSP shall submit a formal request with necessary supporting documents to DGE, MoLE. DGE, MoLE shall verify these documents and if applicable and approved in writing by DGE, MoLE, the MSP shall incorporate such changes into subsequent regular invoice for payment.
7. No invoice for extra work/change order on account of change order will be submitted by the MSP unless the said extra work /change order has been authorized/approved by the DGE, MoLE in writing in accordance with the Change Order.
8. In the event of DGE, MoLE noticing at any time that any amount has been disbursed wrongly to the MSP or any other amount is due from the MSP to DGE, MoLE, they may without prejudice to its rights to recover such amounts by other means, after notifying the MSP deduct such amount from any payment falling due to the MSP. The details of such recovery, if any, will be intimated to the MSP in writing. The MSP shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in the previous invoice by mistake on the part of DGE, MoLE or the MSP
 - i) All payments are subject to deductions of applicable liquidated damages and penalties as provided for in the SLA section of the RFP. For the avoidance of doubt, it is expressly clarified that DGE, MoLE will calculate a financial sum and debit the same against the terms of payment as set out in Clause 15.27 of this Agreement as a result of the failure of the MSP to meet the Timelines and/or Service Level.
9. Save and except as otherwise provided for herein or as agreed between the Parties in writing, DGE, MoLE shall not be required to make any payments in respect of the Services, Deliverables, obligations and Scope of Work mentioned in the RFP and this Agreement other than those covered by the terms of payment as stated in the section 15.27 read along with Service Level Agreement.
10. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of performance of obligations under the RFP and Agreement including, infrastructure costs, project costs which is to be borne by the MSP as per RFP, implementation and management charges and all other related costs including taxes.

15.10.2 Invoicing and Settlement

1. In respect of its remuneration for the Project, the MSP shall be eligible to receive payments in accordance with the terms of payment of the Agreement.
2. The Managed Service Provider shall submit its invoices in accordance with the following principles:

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

15.10.3 Tax and Deductions

1. All payments to the MSP shall be subject to the deductions of tax at source under Income Tax Act, and other applicable taxes and deductions as provided for under any law, rule or regulation. DGE, MoLE or its nominated agencies shall provide Managed Service Provider with the original tax receipt of any taxes/withholding taxes paid by DGE, MoLE or its nominated agencies on payments under this Agreement within reasonable time after payment. All costs, damages or expenses which DGE, MoLE may have paid or incurred, for which under the provisions of the Agreement, the MSP is liable, the same shall be deducted by DGE, MoLE from any dues to the MSP. All payments to the MSP shall be made after making necessary deductions as per terms of the Agreement, including recoveries towards facilities, if any, provided by DGE, MoLE to the MSP on chargeable basis.
2. The Managed Service Provider agrees to reimburse and hold the Directorate General of Employment, MoLE or its nominated agencies harmless from and against any claims, losses, expenses (including attorney fees, court fees) etc. arising out of deficiency (including penalties and interest) in payment of taxes that are the MSP's or its consortium partner's or its/their subcontractor's responsibility
3. The MSP shall bear all personnel taxes levied or imposed on its personnel, sub-contractor's personnel, MSPs, consultants etc. on account of payment received under this Agreement. The MSP shall bear all corporate taxes, levied or imposed on the MSP on account of payments received by it from the DGE, MoLE for the work done under

this Agreement. The MSP shall bear all taxes and duties etc. levied or imposed on the MSP under the Agreement including but not limited to Customs duty, Excise duty and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the DGE, MoLE for work done under the Agreement.

4. The MSP shall also be responsible for having his sub-contractors under its sub-contract(s) to pay all applicable taxes on account of payment received by the sub-contractors from the MSP for works done under the sub-contracts in relation to this Agreement and the DGE, MoLE will in no case bear any responsibility for such payment of taxes. It shall be the responsibility of the MSP to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose.
5. The MSP shall also provide the DGE, MoLE such information, as it may be required in regard to the MSP's details of payment made by the DGE, MoLE under the Agreement for proper assessment of taxes and duties. The MSP and its consortium partners or their sub-subcontractors or their personnel shall bear all the taxes if any, levied on the MSP's and/or sub-contractors' personnel. The amount of tax withheld by the DGE, MoLE shall at all times be in accordance with Indian Tax Law and the DGE, MoLE shall promptly furnish to the MSP original certificates (Challans) for tax deducted at source and paid to the Tax Authorities. The MSP agrees that it and its sub-contractors shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Agreement.
6. Should the MSP fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the MSP shall indemnify DGE, MoLE against any and all liabilities or claims arising out of this Agreement for such taxes including interest and penalty any such Tax Authority may assess or levy against DGE, MoLE and/or the MSP.

15.10.4 Liquidated damages

1. The MSP shall accomplish the Scope of Work under this Agreement as per the Timelines and as per the Service Levels. In the event the MSP fails to achieve the Timelines or Service Level due to reasons attributable to the Managed Service Provider or its Consortium Member or its subcontractor, in meeting the Timelines and providing the Deliverables or failure on the part of the MSP to supply the Project Assets and conduct trials, installation of Equipment and training as per RFP, DGE, MoLE shall be entitled at its option to recover from the Managed Service Provider as agreed, liquidated damages, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of corresponding milestone payment of the delayed/undelivered services. If the liquidated damages cross the cap on liquidated damages mentioned as above, DGE, MoLE shall have the right to treat it as an event of default and the consequences of event of default as provided in this Agreement shall be applicable. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to DGE, MoLE under the Agreement and/or any other law and shall not be the sole and exclusive remedies available to DGE, MoLE and the MSP shall not be relieved from any obligations by virtue of payment of such liquidated damages.

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2. In case of delay in achieving any of the Timelines or Service Levels is solely not attributable to MSP or its consortium member or its sub-contractors, amount of liquidated damages shall be deducted on proportionate / pro rata basis depending upon the MSP's or its consortium member's or their sub-contractor's extent of fault in such breach of the Timelines or the Service Levels. DGE, MoLE has the exclusive right to determine such extent of fault and liquidated damages in consultation with the MSP, to exercise this provision. Each of the Parties shall ensure that the range of the Services/Deliverables under the SLA shall not be varied, reduced or increased except with the prior written agreement between DGE, MoLE and the MSP in accordance with the provisions of Change Control Process set out in the RFP.

15.11 Representations

15.11.1 Representations and warranties of the Managed Service Provider

Each of the Managed Service Provider and the Consortium Member hereby represents and warrants as of the date hereof to DGE, MoLE or its nominated agencies which representations and warranties shall remain in force during the Term and extension hereof, the following :

1. It possesses and has the required professional skills, personnel, infrastructure and technical resources and authorizations that are necessary to deliver the Services/Deliverables and for providing the Services/Deliverables, on the terms and conditions set forth in this Agreement.
2. That the MSP shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the Term of this Agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements;
3. The MSP/ MSP's Team shall use such assets solely for the purpose of execution of its obligations under the terms of the RFP or this Agreement. It shall however, have no claim to any right, title, lien or other interest in 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 thereof;
4. It is duly organised and, validly existing under the laws of India. It has full power and authority to execute, deliver and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby.
5. This Agreement is executed by a duly authorized representative of the MSP.
6. This Agreement constitutes the legal, valid and binding obligation of MSP, enforceable against it in accordance with the terms hereof.
7. It is a competent provider of a variety of Information technology and business process management services;
8. It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
9. It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
10. In providing the Services, it shall use best efforts not to cause any unnecessary disruption to DGE, MoLE of India's normal business operations;

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11. The information furnished in the Proposal is to the best of its knowledge and belief true and accurate in all respects as at the date of this Agreement;
12. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
13. To the best of its knowledge, there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
14. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
15. It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement. Further, Managed Service Provider warrants that it will comply, at its cost, with all applicable laws, rules, regulations, ordinances, and codes (including identifying and procuring required permits, certificates, approvals, and inspections). Managed Service Provider warrants that it will comply with all privacy and data protection laws, rules, and regulations that are or that may in the future be applicable to the Services or to information relating to customers and employees of DGE, MoLE.
16. That the Project Assets are free and clear of all liens, claims and encumbrances.
17. No representation or warranty by it contained herein or in any other document furnished by it to DGE, MoLE or its nominated agencies in relation to any consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
18. No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Directorate General of Employment, MoLE or its nominated agencies in connection therewith.
19. That the MSP confirms that there has not and shall not occur any execution, amendment or modification of this Agreement without the prior written consent of DGE, MoLE;
20. That the MSP owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the MSP on which it grants or purports to grant or create any interest pursuant to this Agreement, in each case free and clear-of any-encumbrance and further confirms that such Interests created or expressed to be created are valid and enforceable;

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21. That the MSP-owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the Project and the MSP does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the MSP or which the MSP is licensed to use, which are material in the context of the MSP's business and operations are being infringed nor, so far, as the MSP is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the MSP by any person. All Intellectual Property Rights (owned. by the MSP or which the MSP is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep DGE, MoLE indemnified in relation thereto;
22. That the MSP agrees to incorporate, within the Agreement Value, all hardware/software changes, upgrades and patches to the system, announced by it from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system;
23. That the MSP shall provide adequate and appropriate support and participation, on a continuing basis, in tuning/ upgrading all supplied hardware and software to meet the requirements of the applications;
24. That the MSP shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product for use of the copyright/process/products that the MSP has proposed to supply under this Agreement free from all claims, titles, interests and liens thereon;
25. That the sub-contractor proposed and/or deployed by the MSP meets the technical and financial qualifications prescribed in the RFP; and
26. That the representations made by the MSP in its Proposal and in this Agreement are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Agreement and the RFP and unless DGE, MoLE specifies to the contrary, the MSP shall be bound by all the terms of the Agreement.
27. MSP warrants that it will provide full support and cooperation in terms of operations and maintenance services during the transition period and such support shall continue till the Replacement Managed Service Provider solely takes charge of the Project. MSP further warrants and undertakes that it will be responsible for the continuity of the Services throughout the Term of this Agreement and during the Transition Period.
28. It shall co-operate and co-ordinate with Replacement Managed Service Provider as per provisions of Annexure C of this agreement.
29. It shall provide a monthly SLA Report, in the prescribed format to DGE, MoLE at the end of every month containing the summary of all Incidents reported to it and MSP's related performance measurement for that period. The monthly SLA Report will be deemed to be accepted by DGE, MoLE upon review and signoff by both MSP and DGE, MoLE.
30. It must deploy an enterprise management system and other tools as required and develop additional scripts (if required) for capturing the required data for service level report generation in automated way. These tools shall play a critical role in monitoring the service level compliance and hence will have to be customized accordingly. These

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tools should generate the Service Level monitoring report at the end of every month which is to be shared with DGE, MoLE on a monthly basis. The tools should also be capable of generating Service Level reports on a monthly/quarterly/half-yearly basis. As part of pre Go-Live audit, the tools and the scripts shall also be audited.

31. It will achieve all the Service Levels within the time lines defined in Service Level Agreement and in its failure of achieving the same, it shall be liable to pay penalties to DGE, MoLE to the extent as provided in this Agreement and in the RFP.
32. MSP shall comply with all the requirements of RFP.

15.11.2 Representations and warranties of DGE, MoLE

DGE, MoLE represents and warrants to the Managed Service Provider that:

1. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
2. It has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
3. It has the financial standing and capacity to perform its obligations under the Agreement;
4. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
5. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
6. It has complied with Applicable Laws in all material respects;

15.12 Performance Bank Guarantee

1. MSP warrants that within days after the receipt of the Letter of Award from DGE, MoLE, it shall furnish two (2) unconditional, irrevocable and continuing performance security/bank guarantees to DGE, MoLE each for an amount equal to 5% of the Total Cost of Ownership from a scheduled commercial bank in the prescribed format. The Performance Bank Guarantee shall be valid till the entire Term of the Agreement and for an additional period of six months there after the completion of term of agreement. If the Performance Security is liquidated /encashed, in whole or in part, during the currency of the Performance Security, the MSP shall top up the Performance Security with the same amount as has been encashed within 15 days of such encashment without demur.
2. In the event of the MSP being unable to service the Agreement for whatever reason, DGE, MoLE would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of DGE, MoLE under the Agreement in the matter, the proceeds of the PBG shall be payable to the DGE, MoLE as compensation for any loss resulting

from the MSP's failure to perform/comply its obligations under the Agreement. DGE, MoLE shall notify the MSP in writing of the exercise of its right to receive such compensation within 30 calendar days, indicating the contractual obligation(s) for which the MSP is in default.

3. DGE, MoLE shall also be entitled to make recoveries from the MSP's bills, PBG, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
4. In case the Project is delayed beyond the Timelines as mentioned in RFP, the PBG shall be accordingly extended by the MSP till completion of Scope of Work as mentioned in RFP.

15.13 Acceptance of Deliverables

1) Acceptance of Deliverables

The successful completion of the Project requires the acceptance by the DGE,MoLE , of all the Deliverables prepared and delivered pursuant to the Project. The acceptance procedure described in this clause is in addition to, and not in derogation of, the acceptance procedure provided in the RFP and the two are to be read harmoniously. Upon completion of a Deliverable, the MSP will notify the DGE,MoLE in writing that the Deliverable has been completed and, in the case of Deliverables constituted of Software/hardware ("Operational Deliverables"), tested and/or certified as being ready for acceptance ("Ready for Acceptance") by the DGE,MoLE. Promptly after receiving such notice, the DGE,MoLE will evaluate the Deliverable for acceptance in accordance with this clause or specific provisions provided in the RFP. The acceptance process outlined below shall not be deemed to extend the Timelines / scheduled completion date for any Deliverable specified in the RFP.

2) Acceptance Procedure

Acceptance by the DGE,MoLE ("Acceptance") requires that the Deliverables be confirmed in writing by the DGE,MoLE to meet applicable acceptance criteria ("Acceptance Criteria") provided in the Acceptance Test Plan which, in the case of Operational Deliverables, will include the successful completion of agreed acceptance and performance testing and will also include meeting the specifications, performance standards, functional requirements and any other aspects as set out in the RFP. The MSP shall prepare and propose the test procedures, which shall be described in the Acceptance Test Plan for each Deliverable and shall be subject to agreement by the DGE,MoLE. While designing the Acceptance Test Plan, the requirements as mentioned in the RFP need to be adhered to. The Acceptance tests and Acceptance Test Plan shall be sufficiently broad in scope and rigorous so as to verify that all Deliverables meet all applicable specifications, Acceptance Criteria and performance requirements, including assurance that the Deliverables meet such tests of operational integrity as may be reasonably required by the DGE,MoLE.

Acceptance procedures for Written Deliverables (which are all Deliverables other than Operational Deliverables) and Operational Deliverables are as follows:

i. Written Deliverables:

- a) The MSP may submit interim drafts of written Deliverables (e.g. designs and documentation) to the DGE,MoLE for review. The DGE,MoLE agrees to review each interim draft within a reasonable period of time after receiving it from the MSP. When the MSP delivers a final written Deliverable to the DGE,MoLE, the DGE,MoLE will have the opportunity to review such written Deliverable for an acceptance period of at least seven (7) days (the “Acceptance Period”).
- b) The DGE,MoLE agrees to notify the MSP in writing either stating that the applicable written Deliverable is accepted / rejected in the form delivered by the MSP or describing with reasonable particularity any defects / deficiencies that must be corrected prior to acceptance of such written Deliverable.
- c) If the DGE,MoLE delivers to the MSP a notice of rejection/defects/deficiencies, the MSP will correct the described defects/ deficiencies as quickly as possible and, in any event, within such reasonable time period specified by the DGE,MoLE in its notice of the rejection/deficiencies. Upon receipt of a corrected written Deliverable from the MSP, the DGE,MoLE will have a period of at least seven (7) days to review the corrected written Deliverable.

ii. Operational Deliverables:

- a) To the extent not already specified in the RFP or the agreed Acceptance Test Plan, prior to the date on which the MSP is scheduled to deliver each Operational Deliverable to the DGE,MoLE, the MSP and the DGE,MoLE will agree upon the testing procedures for the Operational Deliverable, including without limitation detailed test cases and expected results (the “Acceptance Tests”). The Acceptance Tests will be designed to determine whether the Operational Deliverable contains any defects or deficiencies. The DGE, MoLE will have the opportunity during the Acceptance Period to evaluate and test each Operational Deliverable in accordance with the following procedures by executing the Acceptance Tests. The Acceptance Tests may be varied with mutual consent of the Parties if required.
- b) When the MSP has completed an Operational Deliverable, the MSP will deliver the Operational Deliverable to the DGE, MoLE at the sites mentioned by the DGE, MoLE. The MSP shall notify the DGE, MoLE when the Operational Deliverable is ready for Acceptance. Such notice will start the Acceptance Period, which will be at least fifteen (15) days.
- c) The DGE, MoLE shall notify the MSP in writing stating that the Operational Deliverable is accepted/rejected in the form delivered by the MSP or describing the defects / deficiencies as provided in Clause 15.13 (2) (ii) (d) below.
- d) If the DGE, MoLE determines that the Operational Deliverable as delivered by the MSP deviates from its approved specifications or otherwise fails to successfully complete applicable Acceptance Tests (or a defect), the DGE, MoLE will inform the MSP in writing,

describing the defect(s) in sufficient detail to allow the MSP to recreate/rectify them. The MSP will correct any defects in an Operational Deliverable as quickly as possible after receiving the DGE, MoLE's notice of the defects and, in any event, within ten (10) days after receiving such notice (unless a different period is otherwise specified in the notice of defect sent by the DGE, MoLE), and provide the corrected Operational Deliverable to DGE, MoLE for re-testing within such specified period.

- e) The DGE, MoLE will have a reasonable additional period of time after receipt of the corrected Operational Deliverable to re-test it so as to confirm its proper functioning. The MSP will correct any further defects identified by the DGE, MoLE during the re-test as quickly as possible, but in no event, unless otherwise directed by the DGE, MoLE, more than five (5) days after the DGE, MoLE notifies the MSP of the further defects.
- f) To the extent not already specified in the RFP or the agreed Acceptance Test Plan, prior to the date on which the MSP is scheduled to deliver each Operational Deliverable to the DGE, MoLE, the MSP and the DGE, MoLE will agree upon the testing procedures for the Operational Deliverable, including without limitation detailed test cases and expected results (the "Acceptance Tests"). The Acceptance Tests will be designed to determine whether the Operational Deliverable contains any defects or deficiencies. The DGE, MoLE will have the opportunity during the Acceptance Period to evaluate and test each Operational Deliverable in accordance with the following procedures by executing the Acceptance Tests. The Acceptance Tests may be varied with mutual consent of the Parties if required.
- g) When the MSP has completed an Operational Deliverable, the MSP will deliver the Operational Deliverable to the DGE, MoLE at the sites mentioned by the DGE, MoLE. The MSP shall notify the DGE, MoLE when the Operational Deliverable is ready for Acceptance. Such notice will start the Acceptance Period, which will be at least fifteen (15) days.
- h) The DGE, MoLE shall notify the MSP in writing stating that the Operational Deliverable is accepted/rejected in the form delivered by the MSP or describing the defects / deficiencies as provided in Clause 15.13(2) (ii) (d).
- i) If the DGE, MoLE determines that the Operational Deliverable as delivered by the MSP deviates from its approved specifications or otherwise fails to successfully complete applicable Acceptance Tests (or a defect), the DGE, MoLE will inform the MSP in writing, describing the defect(s) in sufficient detail to allow the MSP to recreate/rectify them. The MSP will correct any defects in an Operational Deliverable as quickly as possible after receiving the DGE, MoLE's notice of the defects and, in any event, within ten (10) days after receiving such notice (unless a different period is otherwise specified in the notice of defect sent by the DGE, MoLE), and provide the corrected Operational Deliverable to DGE, MoLE for re-testing within such specified period.

- j) The DGE, MoLE will have a reasonable additional period of time after receipt of the corrected Operational Deliverable to re-test it so as to confirm its proper functioning. The MSP will correct any further defects identified by the DGE, MoLE during the re-test as quickly as possible, but in no event, unless otherwise directed by the DGE, MoLE, more than five (5) days after the DGE, MoLE notifies the MSP of the further defects.

iii. Correction of Defects / Deficiencies in Deliverables:

- a) If the MSP is unable to correct all the defects / deficiencies preventing Acceptance of a Deliverable for which MSP is responsible after a reasonable number of repeated efforts (but not more than three (3)), the DGE, MoLE may at its election:
- Allow the MSP to continue its efforts to make corrections; or
 - Accept the Deliverable with its defects / deficiencies and deduct such proportionate amounts from the MSP's fees as is mutually agreed between the DGE, MoLE and the MSP; or
 - Terminate this Agreement for cause in accordance with the procedures set forth in Clause 15.19 (except that the DGE, MoLE is under no obligation to provide the MSP any further opportunity to cure) and recover its damages subject to the limitations set forth in this Agreement.

3) Acceptance

The DGE, MoLE shall be deemed to have accepted the Deliverables upon the date of delivery to the MSP by the DGE, MoLE of a notice (the "Acceptance Notice") to that effect.

15.14 Insurance cover

15.14.1 Obligation to maintain insurance

1. The MSP shall at its expense take out and maintain and shall cause its consortium partner and its subcontractor to take out and maintain (at its cost or at the cost of the consortium partner or sub-contractor) insurance against the risks, and for the coverages, as mandated by the Applicable Law:
2. The hardware supplied under this Agreement shall be fully insured by the MSP against any loss or damage till the acceptance. The MSP shall submit to the DGE, MoLE documentary evidence issued by the insurance company, indicating that such insurance has been taken.
3. The MSP shall bear all the statutory levies like customs, insurance, freight etc. applicable on the goods during their shipment from respective manufacturing / shipment site to the port of landing.
4. All charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne

- by the Tenderer.
5. The MSP till Acceptance:
 - i) shall take out and maintain, at his own cost but on terms and conditions approved by the DGE,MoLE, insurance with financially sound and reputable insurers against the risk and to the coverage as specified below:
 - Insurance against loss of or damage to (i) equipment or assets procured or developed in full or in part for fulfilment of obligations under this Agreement
 - ii) shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable;
 - iii) at the DGE,MoLE's request, shall provide evidence to the DGE,MoLE showing that such insurance has been taken out and maintained and that the current premium thereof have been paid.
 6. The DGE,MoLE may direct the MSP to take out and maintain insurance of Goods etc. for additional duration and additional insurance. The MSP shall take out and maintain such insurances at mutually agreed costs and terms.

15.15 Obligations & Compliances

15.15.1 Statutory Obligations

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

15.15.2 Compliance with Applicable Laws

1. Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the MSP as an information technology service provider) at all times comply with all applicable laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the RFP.
2. During the Term of the Agreement, MSP agrees and undertakes to observe, adhere to, abide by, comply with and notify DGE, MoLE about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them pursuant to the Project and shall indemnify, keep indemnified, hold harmless, defend and protect the DGE, MoLE and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there-from. MSP shall obtain and maintain all statutory and other approvals required for the performance of the Services under this Agreement and nothing shall be done by the

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MSP in contravention of any Applicable Law or any amendment thereof and the MSP shall keep DGE, MoLE indemnified in this regard

3. The MSP shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time that are applicable on the MSP as an information technology service provider. All safety and labour laws enforced by statutory agencies and by the DGE, MoLE shall be applicable in the performance of this Agreement and the MSP shall abide by these laws. The MSP shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The MSP shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The MSP shall also adhere to all security requirement/regulations of DGE, MoLE during the execution of the work.
4. MSP has already obtained all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this Agreement or for the conduct of its own business under any applicable Law, Government regulation/guidelines and shall keep the same valid and in force during the term of this Agreement and shall also promptly obtain all such future approvals and consents from various departments as may be required in future under any amendments in law or notifications issued by the Government, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the DGE, MoLE and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there-from.

15.15.3 Obligations of DGE, MoLE or its nominated agencies

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

1. To provide any reasonable support through personnel to test the system during the Term;
2. To provide any reasonable support through personnel and/or test data during development, rollout, stabilization phase, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to; business, delivery or statutory/regulatory reasons;
3. To provide the data (including in electronic form wherever available) to be migrated.
4. To authorize the MSP to interact for implementation of the Project with external entities such as the all subsidiaries of Directorate General of Employment, MoLE, Railways, Commodity exchange, Customs etc.

15.15.4 Obligations of the MSP

1. It shall provide to DGE, MoLE or its nominated agencies, the Services /Deliverables as set out in the RFP and the Agreement.
2. It shall perform the Services as set out in this Agreement and the RFP and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon

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similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.

3. It shall ensure that the Services are being provided as per the Project Timelines set out as defined in this RFP.

15.16 Use of Assets by the MSP

15.16.1 During the Term the MSP shall:

1. Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the MSP (for itself or for DGE, MoLE or on behalf of DGE, MoLE) exclusively in terms of ensuring their usability for the delivery of the Deliverables and Project Assets and Services as per this Agreement (hereinafter the “Assets”);
2. Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the MSP takes control of and/or first uses the Assets and during the entire Term of the Agreement;
3. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the MSP will be followed by the MSP and any person who will be responsible for the use of the Assets;
4. Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the MSP or as may, in the reasonable opinion of the MSP, be necessary to use the Assets in a safe manner;
5. Ensure that the Assets that are under the control of the MSP, are kept suitably housed and in conformity with the Applicable Law and terms agreed with DGE, MoLE;
6. Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to the Applicable Law;
7. Use best efforts to ensure that no lien, mortgage, hypothecation or any other charge is created over the Assets. The MSP agrees that the MSP will inform DGE, MoLE immediately if the MSP feels or comes to know that a charge may be / has been created over any of the Asset(s). In the event a charge is created over any of the Assets which are procured by MSP for carrying out the Services under this Agreement, the MSP shall be solely have the right to get the charge removed at the risk, cost, expense of the MSP and the MSP shall make good all losses, damages, costs, fees, cess, duties, etc. borne or suffered by DGE, MoLE due to creation of such charge and/or in removal of such charge and/or in discharging the obligations for removal of such charge.

15.17 Access to DGE, MoLE or its Nominated Agencies

15.17.1 Access to locations

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

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

15.17.2 Limitation on access to locations

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

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

15.18 Management of Project

15.18.1 Governance

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

15.18.2 Changes

Any changes to the Scope of Work and consequent impact on the SLAs shall be dealt with in accordance with the provisions of Change Management and Control set out in section 6of the RFP

15.18.3 Security and Safety

1. The MSP shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act and any other Applicable Law, IT Security Manual of DGE, MoLE as specified by DGE, MoLE from time to time and follow the industry standards related to safety and security (including those as specified by DGE, MoLE from time to time), insofar as it applies to the provision of the Services / Deliverables under this Agreement. In the event of any change in laws (related to security and safety) or IT security policy and practices of the DGE,MoLE, the compliance to such changed laws and policy / practices by MSP shall be subject to such terms as may be agreed by the DGE,MoLE in its sole discretion except where compliance with change in laws is applicable on the MSP in its own right as an IT service provider or irrespective of services being provided by the MSP under this Agreement
2. The MSP shall also comply with DGE, MoLE or the Government of India security standards and policies in force from time to time at each location of which DGE, MoLE

or its nominated agencies make the MSP aware in writing insofar as the same apply to the provision of the Deliverables and the Services.

3. The Parties shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with DGE, MoLE as the case may be or any of their nominees data, facilities or the Confidential Information.
4. The MSP shall upon reasonable request by DGE, MoLE as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
5. As per the provisions of this Agreement, the MSP shall promptly report in writing to DGE, MoLE or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of DGE, MoLE as the case may be.

15.18.4 Cooperation

Except as otherwise provided elsewhere in this Agreement, each Party (“**Providing Party**”) to this Agreement undertakes promptly to provide the other Party (“**Receiving Party**”) with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

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

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

15.19 Termination & Suspension

15.19.1 Events of Default, Termination and Suspension

Events of Default by MSP

1. The failure on the part of the MSP to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an Event of Default on the part of the MSP. The events of default as mentioned above may include, inter-alia, the following:
 - i) The MSP has failed to perform any instructions or directives issued by DGE, MoLE which it deems proper and necessary to execute the scope of work under the Agreement, or
 - ii) The MSP has failed to perform the obligations under this Agreement; or
 - iii) The MSP or its team has failed to conform with any of the service specifications as set out in the RFP or this Agreement or has failed to adhere to any amended direction, modification or clarification as issued by DGE, MoLE during the Term of this Agreement and which DGE, MoLE deems proper and necessary for the execution of the Scope of Work under this Agreement;

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- iv) The MSP has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Proposal, the RFP and this Agreement;
 - v) There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the MSP or Consortium Member;
 - vi) The MSP or its team has failed to comply with or is in breach or contravention of any Applicable Laws;
 - vii) The MSP has failed to comply with any terms and conditions of the this Agreement;
 - viii) There is undue delay in achieving the Timelines or agreed timelines for delivering the Services under this Agreement due to reasons solely attributable to the MSP or the Consortium Member;
 - ix) Quality of Deliverables and Services consistently not being to the satisfaction of the DGE, MoLE.
 - x) Where it comes to the DGE, MoLE's attention that the MSP or Consortium Member (or their Team) is in a position of actual conflict of interest with the interests of the DGE, MoLE, in relation to any of terms of the MSP's Proposal, the RFP or this Agreement.
 - xi) If the event mentioned in clause 15.6.2 has occurred;
 - xii) If it comes to knowledge of the DGE, MoLE that the MSP or Consortium Member or any of their personnel or their sub-contractors or such sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature
2. Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, DGE, MoLE shall issue a notice of default to the MSP, setting out specific defaults / deviances / omissions and providing a notice of up to thirty (30) days to enable the MSP to remedy the default/ deviances / omissions committed.
 3. Where despite the issuance of a default notice to the MSP by the DGE, MoLE the MSP fails to remedy the default to the satisfaction of DGE, MoLE, DGE, MoLE may, where it deems fit, issue to the MSP another default notice or proceed to adopt such remedies as may be available to DGE, MoLE including but not limited to the remedies provided in Clause 15.19.2 below.

15.19.2 Consequences for Events of Default

Where an Event of Default subsists or remains uncured even after expiry of 30 days as mentioned in 15.19.1(2), DGE, MoLE shall be entitled to:

1. Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure smooth continuation of the Services and the Project which the MSP shall be obliged to comply with, which may include unilateral re-determination of the consideration payable to the MSP under this Agreement. The MSP shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all corresponding and relevant payments to the MSP under the Agreement (except for milestones which it has successfully achieved) by written notice of suspension to the MSP provided that such notice of suspension shall (a) specify the

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nature of failure; and (b) request the MSP to remedy such failure within a specified period from the date of receipt of such notice of suspension by the MSP

3. Terminate this Agreement in full or in part.
4. Invoke the Performance Bank Guarantee furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the MSP may have resulted from such default and pursue such other rights and/or remedies that may be available to DGE, MoLE under law.

15.19.3 Termination for Breach

DGE, MoLE may, terminate this Agreement by giving the MSP a prior and written notice of up to 30 days indicating its intention to terminate the Agreement where DGE, MoLE is of the opinion that there has been such an Event of Default on the part of the MSP which has not been cured within 30 days notice period provided under Clause 15.19.2.

15.19.4 Termination for Convenience

DGE, MoLE may, by written notice of 60 (sixty) days sent to the MSP, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the DGE, MoLE's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. DGE, MoLE may, at its discretion, relax or absolve the MSP from following the timelines and/or service levels related to the part of the Agreement which is being terminated.

15.19.5 Effects of Termination

1. In the event of termination of this Agreement due to any cause whatsoever, (whether consequent to the stipulated Term of the Agreement or otherwise) DGE, MoLE shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the MSP shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor MSP to take over the obligations of the erstwhile MSP in relation to the execution/continued execution of the scope of this Agreement.
2. In the event that the termination of this Agreement is due to the expiry of the Term of this Agreement / a decision not to grant any (further) extension by DGE, MoLE, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any Event of Default on the part of the MSP, the MSP herein shall be obliged to provide all such assistance to the Replacement MSP or any other person as may be required and DGE, MoLE may specify including training, where the successor(s) is a representative/personnel of DGE, MoLE to enable the Replacement MSP to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the Term/earlier termination hereof. Without prejudice to the foregoing, upon termination (or upon expiry of the Term) of this Agreement, the Parties will comply with the Exit Management Plan set out in the RFP and in the Exit Management Schedule attached to this Agreement (and as revised from time to time).
3. Where the termination of the Agreement is prior to its stipulated term on account of a Default on the part of the MSP or due to the fact that the survival of the MSP as an independent corporate entity is threatened/has ceased, DGE, MoLE shall pay the MSP

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for that part of the Deliverables and the Services which have been authorized by DGE, MoLE and satisfactorily delivered / performed by the MSP up to the date of termination. Without prejudice any other rights, DGE, MoLE may retain such amounts from the payment due and payable DGE, MoLE to the MSP as may be required to offset any losses caused to DGE, MoLE as a result of any act/omissions of the MSP. In case of any loss or damage due to default on the part of the MSP in performing any of its obligations with regard to executing the Scope of Work under this Agreement, the MSP shall compensate DGE, MoLE for any such loss, damages or other costs, incurred by DGE, MoLE. Additionally, the subcontractor / other members of its MSP' team shall perform all its obligations and responsibilities under this Agreement in an identical manner as were being performed before the collapse of the MSP as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by DGE, MoLE and as may be proper and necessary to execute the scope of work under the Agreement in terms of the Proposal, the RFP and this Agreement.

4. Where the termination of the Agreement is prior to its stipulated term on account of termination for convenience by DGE, MoLE, DGE, MoLE shall pay the MSP for all the Deliverables and the Services which have been authorized by DGE, MoLE and delivered / performed by the MSP up to the date of termination. Depending on the merits of the case, DGE, MoLE will suitably compensate the MSP on mutually agreed terms for directly incurred costs.
5. Nothing herein shall restrict the right of DGE, MoLE to invoke the Performance Bank Guarantee furnished hereunder and pursue such other rights and/or remedies that may be available to DGE, MoLE under law.
6. Any and all payments under this clause shall be payable only after the MSP has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of DGE, MoLE. In case of expiry of the Agreement, the last due payment shall be payable to the MSP after the MSP has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of DGE, MoLE.

15.19.6 Termination of Agreement due to bankruptcy of the MSP

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

15.19.7 Rights other than Termination

1. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Agreement that are expressly or by implication intended to come into or continue in force on or after such termination. The termination provisions set out in this Clause are in addition to any termination rights that DGE, MoLE may have under this Agreement/RFP and are in addition to,

and without prejudice to, other rights that DGE, MoLE may have under law and this Agreement.

15.20 Indemnification & Limitation of Liability

15.20.1 General Indemnity

Subject to Clause 15.20.2 below, the MSP (the “Indemnifying Party”) undertakes to indemnify DGE, MoLE and its nominated agencies (the “Indemnified Party”) from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, wilful default, lack of due care.

15.20.2 If the Indemnified Party promptly notifies the Indemnifying Party in writing:-

- (i) of a third party claim against the Indemnified Party that any Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade secret, patents or other intellectual property rights of any third party, or
- (ii) of a third party claim against the Indemnified Party or any of its service provider that any Purchaser's Material provided by the Indemnified Party or any of its service provider has been used by Indemnifying Party in breach of licensing or use terms for such Purchaser's Material;

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

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

15.20.4 The indemnities set out in Clause 15.20 shall be subject to the following conditions:

1. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings;
2. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including

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reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at the Indemnifying Party's cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;

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

15.20.5 Risk Purchase

1. If the MSP fails or refuses to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated (in full or in part) by DGE, MoLE due to breach of any obligations of the MSP under this Agreement DGE, MoLE reserves the right to procure same or equivalent Services/Deliverables/Project Assets from alternative sources at the MSP's risk and responsibility.
2. Any incremental cost borne by DGE, MoLE in procuring such Services/Project Assets/Deliverables shall be borne by the MSP. Any such incremental cost incurred in the procurement of the material from alternative source will be recovered from the undisputed pending due and payable payments / Performance Bank Guarantee provided by the MSP under this Agreement and if the value of the Services/Deliverables/Project Assets under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered if necessary by due legal process. The procurement from alternate source shall be done, as far as possible, through Central Government's procurement guidelines as deemed appropriate by the DGE, MoLE. In the event the MSP has not been provided a notice / cure period for the relevant breach/default etc. under any other clause of this Agreement, the DGE, MoLE shall give 30 days' notice / cure period to MSP prior to invoking this clause.

15.20.6 Limitation of Liability

1. The liability of MSP for any claim in any manner related to this Agreement, including the work, Deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Agreement Value.
2. The liability of DGE, MoLE (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the Total Cost of Ownership to be paid to the MSP under this Agreement.
3. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims even if it has been advised of their possible existence.
4. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the MSP given under this Clause shall not be applicable to the indemnification obligations set out in Clause 15.20 and breach of confidentiality Clause 15.22 and 15.18.3.

15.21 Force Majeure Events

15.21.1 Definition of Force Majeure

The MSP or the Directorate General of Employment, MoLE as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure (*Force Majeure*).

15.21.2 Force Majeure events

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

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

For the avoidance of doubt, it is expressly clarified that the failure on the part of the MSP under this Agreement to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event.

For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, MSP will be solely responsible to complete the risk *assessment and*

ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from.

15.21.3 Notification procedure for Force Majeure

1. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause 15.32.
2. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

15.21.4 Allocation of costs arising out of Force Majeure

1. Upon the occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
2. Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
 - i) Upon occurrence of an event mentioned in Clause 15.21.2, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
 - ii) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

15.21.5 Consultation and duty to mitigate

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

15.22 Confidentiality

1. DGE, MoLE may allow the MSP to utilize highly Confidential Information including confidential public records and the MSP shall maintain the highest level of secrecy, confidentiality and privacy with regard to such Confidential Information. The MSP shall use its best efforts to protect the confidentiality and proprietary of Confidential Information. No member of MSP's Team shall, without prior written consent from the

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DGE,MoLE, make any use of any Confidential and Proprietary Information given by the DGE,MoLE, except for purposes of performing this Agreement. Each member of MSP's Team shall keep all the Confidential and Proprietary Information, provided by the- DGE,MoLE to them or their respective employees as confidential.

2. Additionally, the MSP shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities. The MSP shall use the information only to execute the Project.
3. DGE, MoLE shall retain all rights to prevent, stop and if required take the necessary punitive action against the MSP regarding any forbidden disclosure. DGE,MoLE reserves the right to adopt legal proceedings, civil or criminal, against the MSP in relation to a dispute arising out of breach of obligation by the MSP under this clause.
4. MSP may share the confidential information with its employees, agents and subcontractors but only strictly on a need to know basis. The MSP shall execute a corporate non-disclosure agreement with DGE, MoLE in the format provided by DGE, MoLE and shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by DGE, MoLE with respect to this Project.
5. The MSP shall execute a corporate non-disclosure agreement with DGE,MoLE in the format provided by the DGE,MoLE and shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the DGE,MoLE with respect to this Project.
6. The MSP may only disclose the Confidential Information in the following circumstances:
 - i) with the prior written consent of the DGE,MoLE;
 - ii) to a member of the MSP's Team ("Authorised Person") provided the Authorised Person needs to know the Confidential Information for accomplishment of the Services and the Authorised Person has executed a confidentiality agreement with the DGE,MoLE prior to receiving such information (MSP and every other member of MSP's Team shall ensure that such Authorised Person to whom such information is disclosed are bound by the similar confidentiality obligations as applicable to each member of MSP's Team. Disclosure to any such Authorised Person shall be made in confidence on need to know basis i.e., so far as may be necessary for such Authorised Person for the purposes of-performance of the obligations of this Agreement); and
 - iii) if and to the extent that the MSP is compelled legally to disclose the Confidential Information.
7. When the MSP is aware of any steps being taken or considered to compel legally the MSP or an Authorised Person to disclose the Confidential Information, it shall:
 - a. to the extent legally permitted, defer and limit the disclosure with a view to preserving the confidentiality of the Confidential Information as much as possible;
 - b. promptly notify the DGE,MoLE; and
 - c. do anything reasonably required by the DGE,MoLE to oppose or restrict that disclosure.

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8. The MSP shall notify the DGE,MoLE promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Agreement or with the authority of the DGE,MoLE.
9. Any Confidential Information disclosed by MSP shall be treated as Confidential Information by the DGE,MoLE on the same terms and conditions above as applicable to the Confidential Information of the DGE,MoLE.
10. The MSP shall not carry any written material, layout, diagrams, floppy diskettes, pen-drive, CDs, hard disk, storage tapes or any other media out of the DGE,MoLE premise without written permission from the DGE,MoLE. The MSP's personnel shall follow the DGE,MoLE's Information Security policy. The MSP acknowledges that the DGE,MoLE's business data and other DGE,MoLE proprietary information or materials, whether developed by the DGE,MoLE or being used by the DGE,MoLE pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the DGE,MoLE; and the MSP 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 the MSP to protect its own proprietary information. The MSP recognizes that the goodwill of the DGE,MoLE depends, among other things, upon keeping such proprietary information confidential and that unauthorized disclosure of the same by the MSP could damage the DGE,MoLE, and that by reason of the MSP's duties hereunder, the MSP may come into possession of such proprietary information, even though the MSP 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. The MSP shall use such information only for the purpose of performing the said services. The MSP shall, upon termination of this Agreement for any reason, or upon demand by the DGE,MoLE, whichever is earliest return any and all information provided to the MSP by the DGE,MoLE, including any copies or reproductions, both hardcopy and electronic.
11. The obligations of confidentiality under this Agreement shall remain in force for the Term of the Agreement and shall survive for a period of two (2) years after expiry of the Term or earlier termination.
12. Obligations under this clause 15.22 shall not apply to any information which is: (a) previously known to the MSP at the time of disclosure without obligation of confidentiality, (b) independently developed by MSP and not derived from the Confidential Information supplied by the MSP or the participation of individuals who have had access to Confidential Information, (c) in or subsequently comes into the public domain (other than as a result of a breach of this Agreement); or (d) required to be disclosed by the MSP by law, regulation, court order or other legal process, provided, where legally permissible, MSP provides written notice to the DGE,MoLE prior to such disclosure and provide reasonable assistance to the DGE,MoLE in retaining the confidentiality of such information.

15.23 Stipulated Time Schedule

The Time Schedule has been mentioned in the RFP. The MSP shall perform the activities and comply in all respects with the critical dates, which will be communicated by the DGE,MoLE to the MSP's team, as the case may be, and the

parties hereby agree that failure on part of the MSP, and Consortium Member to meet the critical dates without prejudice to any other rights that the DGE,MoLE may have, may lead to the imposition of such obligations as are laid down in levy of liquidated damages as set out in the RFP and/or termination of the Agreement at the discretion of the DGE,MoLE.

15.24 Audit, Access and Reporting

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

15.25 Ownership & Intellectual Property Rights

- i. The DGE,MoLE shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed solely during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the MSP solely during the performance of the Services and for the purposes of, inter-alia, use or sub-license of such Services under this Agreement and which are developed specifically for the DGE,MoLE. The MSP undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the DGE,MoLE. The MSP shall execute all such agreements/documents and assist the DGE,MoLE in filing 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 DGE,MoLE at the cost of the DGE,MoLE. No ownership of pre-existing work of selected MSP or third party will be transferred to the DGE,MoLE.
- ii. All Commercially Off The Shelf (COTS) products/Open Source Solutions and related

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solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Such licenses shall be brought on behalf of and in the name of DGE, MoLE or mentioning DGE, MoLE as the end user of such licenses. Where deemed necessary by DGE, MoLE, DGE, MoLE may execute end user licence agreements with respective OEM. The MSP would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to DGE, MoLE for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing. All intellectual property rights in any development/enhancement/customization etc. done on the COTS products pursuant to this Agreement shall be owned by DGE, MoLE.

- iii. Bespoke development: Upon acceptance of any bespoke development as per this Agreement or RFP, the ownership of all IPR rights in any and all bespoke development done during the Term for implementation of the Project under this Agreement will lie with DGE, MoLE. The MSP shall provide source code, object code and all other relevant materials, artefacts etc. of all bespoke development to DGE, MoLE and DGE, MoLE shall own all IPRs in them. All material related to such bespoke development shall be treated as confidential information by the MSP. This will also include any developments on COTS.
- iv. Training and other material: The ownership of all IPR rights in any and all documents, artefacts, etc. (including all training material) made during the Term for implementation of the Project under this Agreement will lie with DGE, MoLE.
- v. Pre-existing work of the MSP: All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Such pre-existing work will include all rights to improvements, enhancements and other additions to any of selected MSP's pre-existing work, proprietary methodologies or tools, without regard to whether these were developed during the performance of the Agreement. Subject to the foregoing, DGE, MoLE will also have rights to use and copy all intellectual property rights, process, specifications, reports and other document, drawings, manuals etc. provided or used by the MSP / Consortium / subcontractors as part of the Scope of Works under this Agreement for the purpose of this Agreement on non-exclusive, non-transferable, perpetual, royalty-free license to use basis. No part or portion of such pre-existing work shall be unbundled or separated from the particular Work Product/Deliverable or used as a stand-alone product or development tool.
- vi. Third Party Products: If license agreements are necessary or appropriate between the MSP and third parties for purposes of enabling / enforcing/implementing the provisions hereinabove, the MSP shall enter into such agreements at its own sole cost, expense and risk.
- vii. Ownership of documents: The DGE, MoLE shall own all Documents provided by or originating from the DGE, MoLE and all Documents produced by or from or for the MSP in the course of performing the Services. Forthwith upon expiry or earlier termination

of this Agreement and at any other time on demand by the DGE, MoLE, the MSP shall deliver to the DGE, MoLE all Documents provided by or originating from the DGE, MoLE and all Documents produced by or from or for the MSP in the course of performing the Services, unless otherwise directed in writing by the DGE, MoLE at no additional cost. The MSP shall not, without the prior written consent of the DGE, MoLE store, copy, distribute or retain any such Documents.

15.26 Warranty

1) Warranty with regard to the Project Assets

- i) MSP warrants that the Project Assets procured under this Agreement conform to technical specifications and functional requirement specifications prescribed in RFP or as may be specified by DGE, MoLE in writing and shall perform according to the said technical specifications.
- ii) MSP represents and warrants to DGE, MoLE to procure for DGE, MoLE the components that form the Bill of Materials proposed for the System. The commitment shall cover procurement costs (including multiple units of software licenses and all infrastructure associated with the deployment of the solution and its components) and the cost of ownership / maintenance.
- iii) MSP warrants that the Project Assets procured under this Agreement shall be of the highest grade and quality and consistent with the established and accepted standards. The Project Assets shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in Project Assets, unless provided otherwise in the Agreement shall also be made available.
- iv) MSP warrants that the Project Assets shall be free from all encumbrances and defects / faults arising from design, material, manufacture or workmanship or from any act or omission of MSP that may present a snag/fault, under normal use of the same.
- v) MSP warrants during the Term of the Agreement, the Project Assets/Deliverables and/or Services supplied under this Agreement and each component used therein shall be free from all types of defects / failures.
- vi) MSP warrants that DGE, MoLE shall have right to uninterrupted use of such Project Assets;
- vii) MSP warrants that the Project Assets and all of its parts and components are new and unused;
- viii) That the Project Assets are fit for the purpose of successfully implementing the Project
- ix) MSP hereby warrants that the Project Assets are and shall remain throughout the warranty period eligible for maintenance under the OEM's standard maintenance agreement.
- x) MSP hereby warrants that necessary service back up during the annual maintenance shall be provided and it will ensure that the performance, availability, and other metrics for application is as per Service Levels described in Service Level Agreement.
- xi) MSP warrants that it will maintain Project Assets, Equipment and Software to the extent that the Managed Service Provider has maintenance responsibility

for such assets so that they operate in accordance with their specifications, including (i) maintaining Equipment in good operating condition, subject to normal wear and tear; (ii) undertaking repairs and preventive maintenance on Equipment in accordance with the applicable Equipment manufacturer's recommendations; and (iii) performing Software maintenance in accordance with the applicable Software MSP's documentation and recommendations.

- xii) MSP hereby warrants that it will collect and maintain all the information collected from DGE, MoLE. All such information will be treated as Confidential Information by the MSP and will not be disclosed and used by it other than the purposes set out in this Agreement.

2) Warranty for Services

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

3) Warranty for Software

- i) The MSP represents, warrants and covenants that on the Acceptance Date and for the warranty period, the Software will be free of material programming errors and will operate and conform to the respective Software's Documentation including, inter alia, FRS (Functional Requirement Specification) and SRS (System Requirement Specification) and other manuals. The MSP also represents, warrants and covenants that the medium on which the Software is contained will be free from defects in material or workmanship and shall be free from any viruses, bugs etc.
- ii) The MSP represents, warrants and covenants that the technical Documentation delivered to DGE, MoLE for the system will be sufficient to allow a reasonably knowledgeable information technology professional to maintain and support such Software. The MSP represents, warrants and covenants that the user Documentation for the System will accurately describe in terms understandable by a typical end user the functions and features of the System and the procedures for exercising such functions and features.
- iii) MSP hereby warrants that it will use industry best practices to identify, screen, prevent and not introduce malware/viruses and/or disabling devices (that is, counter, time lock, worms or Trojan horses) into the project environment.
- iv) Non-Infringement

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- Managed Service Provider warrants that it will perform its responsibilities under the Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret, or other proprietary rights of DGE, MoLE or any third party.
- v) Managed Service Provider warrants that it will use commercially reasonable efforts to ensure that no forms of harmful surreptitious code or other contaminants, including commands, instructions, devices, techniques, bugs, or web bugs, or other Malware are introduced into any computer system, database, software, equipment, web site, or processes used to provide the Services. If a Malware program is found to have been introduced into any environment/system described above, the Managed Service Provider promptly shall notify DGE, MoLE in writing of the introduction and shall take all necessary steps in reducing the effects of the Malware program, and if the Malware program causes an interruption of the Services, a loss of operational efficiency or loss of data, MSP shall mitigate and restore such losses.
- vi) For any Software used in the provision of the Services, the Managed Service Provider warrants that it will not insert into such Software any code that would have the effect of disabling or otherwise shutting down all or any portion of the Services. With respect to any disabling code that may be part of Software, the Managed Service Provider will represent and covenant that it shall not invoke such disabling code at any time without DGE, MoLE's prior written consent.
- vii) The MSP represents and warrants to the DGE, MoLE that the MSP shall be bound by the undertakings submitted by the MSP to DGE, MoLE as part of the proposal submitted by the MSP.
- viii) MSP hereby warrants that it will fulfil its entire obligations listed in the RFP and the Agreement in pursuant to the Project.

4) Compliance and Sizing of Infrastructure

- i) MSP warrants that it has sized the infrastructure and all software (including all required licenses) based on the solution proposed and in accordance with the Service Level requirements and assures DGE, MoLE that the sizing is for all the functionality envisaged in the RFP document and taking into consideration the indicative growth percentage projected by DGE, MoLE as mentioned in the RFP.
- ii) MSP warrants that solution has been sized and synergised in consultation with the respective OEMs.
- iii) MSP warrants that the proposed storage at the Data Centre and Disaster Recovery Centre as per its sizing will be sufficient to meet the DGE, MoLE Project's requirements during the Term of the agreement.
- iv) MSP warrants that it shall monitor, maintain, and comply with the service levels stated in the RFP to provide quality service to DGE, MoLE.
- v) MSP warrants that any augmentation of the proposed solution or storage or sizing (software, hardware) or any additional component required or resources in order to meet the requirements and/or the requisite Service Level requirements given by DGE, MoLE will be carried out at no additional cost to DGE, MoLE.

The MSP represents, warrants and covenants that:

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- i) The MSP is the lawful owner or licensee of the Project Assets and the lawful owner or licensee of the materials used in the performance of the Services and delivery of Deliverables,
 - ii) The bespoke development and such materials have been lawfully developed or acquired by the MSP, and
 - iii) The MSP has the right to grant DGE, MoLE the rights to the bespoke development and such materials, including the rights of access to and use of the bespoke development, which it grants under this Agreement, without the consent of any other person or entity.
- 5)** The Project, including all the system(s) and other Services provided, shall be free from any defect or deficiency in the material, design, engineering, and performance/workmanship that prevent the Project and/or any of its systems(s) from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the Project and/or any of its system(s) as per the performance guarantee / warranty period defined in the Schedule.
- 6)** If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project Assets and other Services provided by the Managed Service Provider or any of the warranties are found breached , the Managed Service Provider shall promptly, in consultation and agreement with DGE, MoLE, and at the Managed Service Provider 's sole cost repair, replace, or otherwise make good such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency.
- 7)** The MSP shall use best efforts to ensure that such repair, replacement etc. shall be accomplished through a "hot" swap without any loss of production time or adverse impact on DGE, MoLE's operations. If the Project Assets cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the warranty period for the Project shall be extended by a period equal to the period during which the Project Assets or any of its system could not be used by DGE, MoLE because of such defect and/or making good of such default, defect or deficiency.

15.27 Payment Schedule

- i. Payment shall be made in accordance with the Payment Schedule mentioned in the RFP. Notes: The fee amount will be equal to the amount specified in the Commercial proposal. The payments which are linked to acceptance of the deliverables will be released to MSP only on satisfactory acceptance of the deliverables for each Service.
- ii. The Parties hereto expressly agree, that the DGE,MoLE shall have the right to require supply of goods and solutions by MSP, and the MSP shall be obligated to supply such goods and solutions, in accordance with specific instructions placed by the DGE,MoLE in each Purchase Order ("Purchase Order"). The fee payable for such goods and solutions supplied by MSP shall be paid in accordance with the payment schedule mentioned above. Provided however that each of such payments shall be pursuant to MSP, meeting the time schedules prescribed in this Agreement.

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- iii. Each of the Services, as specified in the Scope of Work, to be rendered by the MSP under the terms of this Agreement, shall be provided in a phased manner in accordance with the instructions and requirements of the DGE,MoLE, as notified to MSP in Writing ("Phased Services").The fee payable for Services as specified in the Purchase orders shall be paid in accordance with the payment schedule mentioned herein above:
- iv. Provided that the DGE, MoLE shall have the right to require phased deployment of Services and personnel required for performance of such Services, and MSP shall ensure commissioning of such Services and deployment of the required personnel in accordance with such instructions of the DGE,MoLE.
- v. Provided that the DGE,MoLE shall only be obliged to make any such payments as specified in this Clause, provided that the independent third party auditor appointed in accordance with the Service Level Agreement between the DGE,MoLE and MSP as defined in the RFP auditing the Services commissioned and certifying the same as satisfactory.
- vi. Prices as mentioned in the Commercial Proposal shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the Term.

15.28 Transfer of risk and ownership of Project Assets

- i. Subject to the terms of this Agreement, the MSP shall sell, assign, convey, transfer and deliver to the DGE,MoLE, and the DGE,MoLE shall purchase, receive and accept from the MSP, all right, title and interest in and to the Project Assets required to be provided by the MSP as per the RFP. The MSP shall not make any substitute for the Project Assets of any other model, capacity, or manufacturer without the prior written consent of the DGE,MoLE which consent shall not be unreasonably delayed or withheld.
- ii. The MSP shall arrange for delivery of the Project Assets to the delivery / installation site identified by the DGE,MoLE (the "Delivery Site" or "Installation Site") as per the Timelines provided in the RFP unless otherwise notified by the DGE,MoLE. In addition to paying all transportation charges for the Project Assets, the MSP shall insure, and pay all insurance charges for the Project Assets till the time of transfer of title and ownership of Project Assets to the DGE,MoLE.
- iii. Ownership of Project Assets that are part of this Agreement shall not pass to the DGE,MoLE unless and until the Project Assets are accepted in accordance with the conditions of the Agreement and to the entire satisfaction of the DGE,MoLE and an acceptance notification is provided by the DGE,MoLE for to the MSP. The MSP shall execute such documents as may be required by the DGE,MoLE for documenting the transfer of title and ownership of Project Assets.

15.29 Miscellaneous

15.29.1 MSP's Organization

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

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resource leaving the MSP's organization, the same shall be require approval of DGE, MoLE. The MSP shall promptly inform DGE, MoLE in writing if any such revision or change is necessary. In case of replacement of any manpower resources, the MSP shall ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand holding period and training for the incoming resource. The change or revision of resources shall be subject to levy of Liquidated damages as provided in the RFP.

5. The MSP shall be fully responsible for the deployment, transportation, accommodation and catering of all its and its sub-contractors employees required for the execution of the work and for all costs/charges in connection thereof.
6. DGE, MoLE's Representative may at any time request the MSP to remove from the Services any employee of the MSP or its sub-contractor or any person(s) deployed by the MSP or its sub-contractor for professional incompetence or negligence or for being deployed for work for which he is not suited or for unethical, corrupt, fraudulent behaviour. The MSP shall consider the DGE, MoLE's Representative request and may accede to or disregard it except that in case of unethical, corrupt, fraudulent behaviour the MSP shall remove the person immediately. DGE, MoLE's Representative, having made a request, as aforesaid in the case of any person, which the MSP 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 MSP to remove that person from deployment on the work, which the MSP 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 DGE, MoLE's Representative. DGE, MoLE's Representative shall state to the MSP in writing his reasons for any request or requirement pursuant to this clause. The MSP shall promptly replace every person removed, pursuant to this section, with a competent substitute. The change or revision of resources shall be subject to levy of Liquidated damages as provided in this Agreement.

15.29.2 Independent Contractor

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

1. Incur any expenses on behalf of the other Party;
2. Enter into any engagement or make any representation or warranty on behalf of the other Party;
3. Pledge the credit of or otherwise bind or oblige the other Party; or
4. Commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

15.29.3 Sub-Contractors

1. Subject to the final discretion and prior written consent of DGE, MoLE, the MSP may seek the appointment of a sub-contractor for carrying out the Services under this Agreement provided that such a subcontractor meets the technical and financial qualifications prescribed in the RFP. The terms of the contracts proposed to be entered into with the sub-contractors shall require the prior written approval of DGE, MoLE

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and shall be in conformity with the terms of the Agreement. Where DGE, MoLE deems necessary, it may refuse to consent to the delegation/sub-contacting of any part of scope of work.

2. Save as provided in clause 15.29.3 (1) above, the MSP shall immediately upon execution of the contract(s) to be entered into with such delegate/sub-contractor provide a copy of the same (without commercials) to DGE, MoLE within 15 days from the date of signing the Agreement and shall not review, amend, modify or terminate the terms of such contracts without the prior written consent of the DGE, MoLE.
3. Prior to executing any contract or entering into any contract or understanding with a delegate/sub-contractor, the MSP shall ensure that each delegate/sub-contractor appointed by the MSP executes a Deed of Adherence, a performance Undertaking and non-disclosure agreements in the manner and form prescribed by the DGE, MoLE. A copy of the detailed executed agreement with prices blanked shall be submitted to DGE, MoLE within 15 days from the date of signing the Agreement.
4. The MSP shall ensure that the delegate/subcontractor appointed is competent and professional and possess the requisite qualifications and experience appropriate to the tasks they will perform under this Agreement.
5. Any change of the sub-contractor(s), after the arrangement is firmed up, will be made by the MSP only with the prior written approval of DGE, MoLE which approval shall not be unreasonably withheld and only from amongst those sub-contractor(s), as proposed by the MSP in its Proposal.
6. DGE, MoLE's decision shall be notified to the MSP within fourteen (14) Working Days of receipt of request for such change along with all necessary documents in support of the requested change provided, however, that request for change is received at least one (1) month prior to the schedule start of the relevant activity.
7. The MSP shall be responsible and shall ensure the proper execution and performance of the services or tasks so delegated/sub-contracted and shall be liable for any non-performance or breach by such delegate/sub-contractor. The MSP indemnifies and shall keep indemnified DGE, MoLE against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such delegate/sub-contractor. The MSP shall be responsible for making all payments to the delegate/sub-contractor as may be necessary, in respect of any work performed or task executed, and DGE, MoLE shall not be responsible for any part or full payment, which is due to such delegate/sub-contractor.
8. All rights of use of any process, service or facility developed or any other task performed by the delegate/subcontractor for the MSP for the purposes of this Agreement, under a subcontract/agreement would lie exclusively with DGE, MoLE in perpetuity free from all liens, encumbrances and other third party rights and the MSP shall, wherever required take all steps that may be necessary to ensure the use of such rights by DGE, MoLE. Ownership and all rights of use of all deliverables / documents/ reports etc. supplied by the MSP and/or by authorized delegate/subcontractor for the MSP for the purposes of this Agreement, under a subcontract/agreement would lie exclusively with DGE, MoLE in perpetuity free from all liens, encumbrances and other third party rights and the MSP shall, wherever required take all steps that may be necessary to ensure the ownership and use of such rights by DGE, MoLE. DGE, MoLE shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed by the delegate/subcontractor solely during execution of this Agreement. The MSP will provide the undertakings given by the

delegate/subcontractor within 30 days from the date of appointment of subcontractor to disclose all such Intellectual Property Rights arising in performance of the Services to DGE, MoLE 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 DGE, MoLE.

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

15.29.4 Event of Termination

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

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

15.29.5 Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that the MSP may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that the MSP may include DGE, MoLE on its client lists for reference to third parties subject to the prior written consent of DGE, MoLE not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

15.29.6 Notices

1. Any notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post and email.
2. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<Insert

Address> Tel:

Fax:

Email:

Contact:

With a copy to MSP:

Tel:

Fax:

Email:

Contact:

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

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5. Either Party to this Agreement may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

15.29.7 Variations and Further Assurance

1. No amendment, variation or other change to this Agreement shall be valid unless authorised in accordance with the Change Control Process as set out in the in the RFP. Such amendment shall be made in writing and signed by the duly authorised representatives of the Parties to this Agreement.
2. Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

15.29.8 Severability and Waiver

1. If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision by a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
2. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

15.29.9 Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement shall be borne solely by the Party which incurred them.

15.29.10 Ethics

The MSP represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of DGE, MoLE or its nominated agencies in connection with this Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of DGE, MoLE standard policies and may result in cancellation of this Agreement.

15.29.11 Entire Agreement

This Agreement with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect

to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraud, misrepresentation and corrupt practice.

15.29.12 Amendment

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

15.30 Bank Guarantees

(a) Performance bank guarantee

- i. The MSP shall, within 20 days after the receipt of Letter of Intent from the DGE, MoLE furnish two (2) unconditional, irrevocable and continuing Performance Securities/Guarantees to the DGE, MoLE each for an amount equal to 5% of the Total Cost of Ownership, from a scheduled commercial bank in the prescribed format. The Performance Security shall be valid for entire Term and six months thereafter. If the Performance Security is liquidated /encashed, in whole or in part, during the currency of the Performance Security, the MSP shall top up the Performance Security with the same amount as has been encashed within 15 days of such encashment without demur. The MSP is required to top up the Performance Security only once after it has been liquidated / encashed.
- ii. In the event of the MSP being unable to service the Agreement for reasons attributable to the MSP, its consortium members or any subcontractors, or any team members, the DGE, MoLE would invoke the PBG. In the event the MSP has not been provided a notice / cure period for the relevant breach/default etc. under any other clause of this Agreement, the DGE, MoLE shall give 30 days' notice / cure period to MSP prior to invoking PBG. Notwithstanding and without prejudice to any rights whatsoever of the DGE, MoLE under the Agreement in the matter, the proceeds of the PBG shall be payable to the DGE, MoLE as compensation for any loss resulting from the failure of MSP, its consortium members or any subcontractors, or any team members to perform/comply its obligations under the contract. The DGE, MoLE shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the MSP is in default.
- iii. The DGE, MoLE shall also be entitled to make recoveries from the MSP's bills, PBG, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

- iv. In case the Project is delayed beyond the Timelines as mentioned in RFP due to reasons attributable to MSP, its consortium members or any subcontractors, or any team members, the PBG (any one or both, if not returned) shall be accordingly extended by the MSP till completion of scope of work as mentioned in RFP.

15.31 Constitution of consortium

- i. For the purposes of fulfilment of its obligations as laid down under the Agreement, unless the context requires otherwise, MSP shall be the sole point of interface between the DGE,MoLE and the MSP would be absolutely accountable for the performance of its own, the other members of Consortium and / or its Team's functions and obligations.
- ii. The Consortium Members agree that the MSP shall be the prime point of contact between the Consortium Members and the DGE,MoLE and shall be primarily responsible for the discharge and administration of all the obligations contained herein and, the DGE,MoLE, unless it deems necessary shall deal only with the MSP.
- iii. MSP shall not, except with the prior approval of the DGE,MoLE, have any provision in the consortium agreement or make any amendments to the said consortium agreement which adversely affects the rights and/or obligations of MSP and Consortium Members under this Agreement or any amendment which is contrary to the provisions of this Agreement.
- iv. The MSP and Consortium Members shall be jointly and severally liable for all obligations under this Agreement. Notwithstanding the foregoing, in case of a breach of any of the terms hereof, the Consortium Member shall be responsible and liable only for obligations related to goods and services to be supplied by the Consortium Member and the MSP shall be, in addition to its own obligation, responsible and liable for the obligations of the Consortium Members. The Lead Bidder shall ensure that at all times during the Term of this Agreement, Consortium Member and the Consortium Member's Team complies with all the terms and conditions of this Agreement.
- v. The MSP and the Consortium Member shall be bound by all undertakings and representations made by their authorized representative and any covenants stipulated hereunder with respect to this Agreement, for and their behalf. The terms and conditions of this Agreement shall mutatis mutandis apply to all Consortium Members.
- vi. The MSP shall not change any Consortium Member without the prior written approval of the DGE,MoLE. The approval of the DGE,MoLE may be subject to certain conditions in terms of credentials and qualifications of the new Consortium Member which the MSP shall be liable to meet. The MSP shall give a notice of at least 4 months in advance to the DGE,MoLE if during the term of this Agreement the MSP desires to terminate any contract/arrangement relating to the performance of Services hereunder with the Consortium Member. Where, during the term of this Agreement, the MSP terminates any contract/arrangement or agreement relating to the performance of the Services

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hereunder with any Consortium Member (subject to approval by the DGE,MoLE), the MSP shall be liable for any consequences resulting from such termination. The MSP shall in such case ensure the smooth continuation of Services by providing a suitable replacement subject to approval and to the satisfaction of the DGE,MoLE at no additional charge and at the earliest opportunity.

15.32 Governing Law and Dispute Resolution

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

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

15.32.3 In the event of any dispute or differences between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then unresolved dispute or differences shall refer to arbitration of the Sole Arbitrator to be appointed by the Secretary, Ministry of Labour & Employment, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"). Government of India. The provision of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall not be applicable to the arbitration. The venue of such arbitration shall be at Delhi or at any other place as may be decided by the Arbitrator. The language of the arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the Award) which shall be final and binding on the parties. The cost of Arbitration shall be shared equally by the parties to the agreement, however, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

15.32.4 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitration award is published ; the party shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

Annexure A- Audit, Access and Reporting

1. PURPOSE

- i) This Schedule details the audit, access and reporting rights and obligations of DGE, MoLE or its nominated agency and the MSP. This Schedule is in addition to, and in derogation of, the audit rights and process provided in the RFQ.

2. AUDIT NOTICE AND TIMING

- i) As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits (Other than those mentioned as part of the mandatory requirements for successful delivery and acceptance of the System) during the Project Implementation Phase and the Operation and Maintenance Phase. Such timetable during the

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Implementation Phase, DGE, MoLE and thereafter during the operation Phase, DGE, MoLE shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the MSP any further notice of carrying out such audits.

- ii) DGE, MoLE may conduct non-timetabled audits at his/ her own discretion, if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the MSP, a security violation, or breach of confidentiality obligations by the MSP, provided that the requirement for such an audit is notified in writing to the MSP a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the MSP considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Project Governance and Management section of RFP.
- iii) Except as provided in 2(ii) above, audits shall be conducted by with adequate notice of 2 weeks to the MSP.

3. ACCESS

- i) The MSP shall provide to DGE, MoLE or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. DGE, MoLE or its nominated agency shall have the right to copy and retain copies of any relevant records. The MSP shall make every reasonable effort to co-operate with them.

4. AUDIT RIGHTS

- i) DGE, MoLE or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
 - The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of DGE, MoLE and documentation related thereto;
 - That the actual level of performance of the services is the same as specified in the SLA;
 - That the MSP has complied with the relevant technical standards, and has adequate internal controls in place;
 - MSP's development and testing facilities;
 - MSP's deployment of resources and their attendance records;
 - MSP's internal testing results; and
 - The compliance of the MSP with any other obligation under the Agreement;
- ii) Unless otherwise provided in the RFP, Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by DGE, MoLE.

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

5. AUDIT RIGHTS OF SUPPLIERS AND AGENTS

- i) The MSP shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with suppliers and agents who supply labour, services, equipment or materials in respect of the services. The MSP shall inform DGE, MoLE or its nominated agency prior to concluding supply agreement of any failure to achieve the same rights of audit or access.
- ii) REPORTING: The MSP will provide quarterly reports to DGE, MoLE or its nominated agency regarding any specific aspects of the Project and in context of the audit and access information as required by DGE, MoLE or its nominated agency.

6. ACTION AND REVIEW

- i) Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to DGE, MoLE or its nominated agency and the MSP's Project Manager shall inform DGE, MoLE about the actions that would be taken by the MSP in respect of such discrepancies within a period of thirty (30) calendar days from the submission of the said audit / assessment report or such earlier time period as notified by DGE, MoLE.
- ii) Any change or amendment to the systems and procedures of the MSP, where applicable, arising from the audit / assessment report shall be agreed within thirty (30) calendar days from the submission of the said audit / assessment report or such earlier time period as notified by DGE, MoLE. The changes agreed by DGE, MoLE, or any changes suggested by DGE, MoLE, shall be implemented by the MSP within a period of not more than 30 days or such other period as may be requested by the MSP and agreed to by DGE, MoLE.

7. TERMS OF PAYMENT

- i) Except for the audits that are required to be conducted by the MSP as provided the RFP for which the costs will be borne by the MSP, DGE, MoLE shall bear the cost of other audits and inspections. The MSP shall bear all costs for all reasonable assistance and information provided under the AGREEMENT, the Project Implementation, Operation and Maintenance SLA by the MSP pursuant to this Schedule.

8. RECORDS AND INFORMATION

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

Annexure B- Project Management and Governance

Project Management

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

1. Project Management Office (PMO)

A Project Management office will be set up during the start of the project. The PMO will, at the minimum, include a designated full time Project Manager from MSP. It will also include key persons from other relevant stakeholders including members of DGE, MoLE's Project Working Group (PWG) and other officials/representatives by invitation. The operational aspects of the PMO need to be handled by the MSP including maintaining weekly statuses, minutes of the meetings, weekly/monthly/project plans, etc.

PMO will meet formally on a weekly basis covering, at a minimum, the following agenda items:

- i) Project Progress
- ii) Delays, if any – Reasons thereof and ways to make-up lost time
- iii) Issues and concerns
- iv) Performance and SLA compliance reports;
- v) Unresolved and escalated issues;
- vi) Change Management - Proposed changes, if any
- vii) Project risks and their proposed mitigation plan
- viii) Discussion on submitted deliverable
- ix) Timelines and anticipated delay in deliverable if any
- x) Any other issues that either party wishes to add to the agenda.

During the development and implementation phase, there may be a need for more frequent meetings and the agenda would also include:

- i) Module development status
- ii) Testing results
- iii) IT infrastructure procurement and deployment status
- iv) Status of setting up/procuring of the Helpdesk, DC hosting, etc.
- v) Any other issues that either party wishes to add to the agenda.

Bidder shall recommend PMO structure for the project implementation phase and operations and maintenance phase.

2. Steering Committee

- i) The Steering Committee will consist of senior stakeholders from DGE, MoLE, its nominated agencies and MSP.
- ii) MSP will nominate its country head or his/her immediate sub-ordinate to be a part of the Project Steering Committee. The MSP shall participate in monthly Steering Committee meetings and update Steering Committee on Project progress, Risk parameters (if any), Resource deployment and plan, immediate tasks, and any obstacles in project. The Steering committee meeting will be a forum for seeking and getting approval for project decisions on major changes etc.

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

3. Project Monitoring and Reporting

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

4. Risk and Issue management

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

5. Staffing requirements

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

6. Governance procedures

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

7. Planning and Scheduling

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

Annexure C- Exit Management Schedule

1. Purpose

- i) This Schedule sets out the provisions which will apply six (6) months prior to expiry of the Term of the Agreement or from the effective date of termination of the Agreement. In the case of termination of any part of the Agreement or Services, the provisions of this Schedule shall, mutatis mutandis, apply to the part of Agreement or Services terminated.
- ii) In this Schedule, the term 'Replacement Vendor' shall mean any third party that DGE, MoLE or its nominated agencies appoint to replace MSP upon expiry of the Term or earlier termination of this Agreement to undertake the Services or part thereof;
- iii) MSP shall ensure that its respective associated entities, subcontractors, vendors carry out their respective obligations set out in this Exit Management Schedule.

2. Continuation Of Project

- i) In case of the Agreement being terminated by DGE, MoLE, DGE, MoLE reserves the right to ask MSP to continue running the project operations for a period of 6 months after termination orders are issued and MSP shall be obliged to provide such services for such period without any additional cost and expense to DGE, MoLE and without any impediment in the quality of services (measured against the target service levels defined in the Service Level Agreement in the RFP).
- ii) MSP will pass on to DGE, MoLE and/or to the Replacement Vendor, the subsisting rights in any licensed products on terms not less favourable to DGE, MoLE/ the Replacement Vendor, than that enjoyed by MSP.

3. Cooperation And Provision Of Information

- i) During the exit management period:
 - a. MSP will allow DGE, MoLE 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 DGE, MoLE to assess the existing services being delivered;
 - b. MSP, on reasonable request by DGE, MoLE, shall promptly provide access to and copies (hard and soft copies as deemed necessary by DGE, MoLE) of all information held or controlled by MSP which it has prepared or maintained in accordance with this Agreement relating to any material aspect of the Services (whether provided by the previous vendor, MSP or sub-contractors appointed by MSP). DGE, MoLE shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. MSP shall permit DGE, MoLE and/or its nominated agencies to have reasonable access to the employees engaged for providing services and facilities as reasonably required by DGE, MoLE to understand the methods of delivery of the services employed by MSP and to assist appropriate knowledge transfer.
- ii) During the exit management period, the Replacement Vendor shall submit periodic reports on the progress of the transition with DGE, MoLE and MSP. MSP shall ensure that any issues and gaps highlighted in such reports shall be resolved to the satisfaction of DGE, MoLE.

4. Confidential Information, Security And Data

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- i) MSP will promptly on the commencement of the exit management period supply to DGE, MoLE or its nominated agency the following:
 - a. information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services;
 - b. documentation relating to Project's Intellectual Property Rights;
 - c. documentation relating to consortium partners, sub-contractors;
 - d. all current and updated data as is reasonably required for purposes of DGE, MoLE or its nominated agencies transitioning the services to its Replacement Vendor in a readily available format nominated by DGE, MoLE and/or its nominated agency;
 - e. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable DGE, MoLE or its nominated agencies, or its Replacement Vendor to carry out due diligence in order to transition the provision of the Services to DGE, MoLE or its nominated agencies, or its Replacement Vendor (as the case may be).
- ii) Before the expiry of the exit management period, MSP shall deliver to DGE, MoLE or its nominated agency all new or up-dated materials from the categories set out above (or any other information and data requested by DGE, MoLE) and shall not retain any copies thereof, except that MSP may be permitted to retain one copy of such materials for archival purposes only as approved by DGE, MoLE.
- iii) On completion of the exit management period, MSP shall delete all Confidential Information and DGE, MoLE Data from MSP's system and provide a certificate to DGE, MoLE stating the completion of deletion of all such data and information.

5. Employees

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

6. Transfer Of Certain Agreements

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

7. Rights Of Access To Premises

- i) At any time during the exit management period, where Assets are located at MSP's premises, MSP will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) DGE, MoLE or its nominated agency and/or any Replacement Vendor in order to make an inventory of the Assets.
- ii) MSP shall also give DGE, MoLE or its nominated agency or its nominated agencies, or any Replacement Vendor right of reasonable access to MSP's premises and shall procure DGE, MoLE or its nominated agency or its nominated agencies and any Replacement Vendor rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Agreement as is reasonably necessary to migrate the services to DGE, MoLE or its nominated agency, or a Replacement Vendor.

8. General Obligations Of MSP

- i) MSP shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to DGE, MoLE or its nominated agency or its Replacement Vendor and which MSP has in its possession or control at any time during the exit management period.
- ii) For the purposes of this Schedule, anything in the possession or control of any Vendor, associated entity, or sub-contractor is deemed to be in the possession or control of MSP.
- iii) MSP shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

9. Exit Management Plan

- i) MSP shall provide to DGE, MoLE or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the various phases of the Project:
 - a. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - b. plans for the communication with such of MSP's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on DGE, MoLE's operations as a result of undertaking the transfer;
 - c. (if applicable) proposed arrangements for the segregation of MSP's networks from the networks employed by DGE, MoLE and identification of specific security tasks necessary at termination;
 - d. plans for provision of contingent support to DGE, MoLE and Replacement Vendor for a reasonable period after transfer.
- ii) MSP shall re-draft the Exit Management Plan every six (6) months thereafter to ensure that it is kept relevant and up to date.
- iii) Each Exit Management Plan shall be presented by MSP to and approved by DGE, MoLE or its nominated agencies.

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- iv) The terms of payment as stated in the Terms of Payment Schedule include the costs of MSP complying with its obligations under this Schedule.
- v) In the event of termination of the Agreement/ Services or any part thereof, or 6 months prior to expiry of the Term of the Agreement, each Party shall comply with the Exit Management Plan envisaged in this Schedule.
- vi) During the exit management period, MSP shall use its best efforts to deliver the services.
- vii) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule and the express provisions of the Agreement. However, MSP shall, within 30 days of commencement of the exit management period, submit a complete, accurate and up to date account of (a) all payments made by DGE, MoLE till the effective date of commencement of the exit management period to MSP; (b) all payments that are due and payable to MSP by DGE, MoLE till the effective date of commencement of the exit management period; and (c) all payments that may be payable by DGE, MoLE to MSP till the effective date of completion of the exit management period.
- viii) This Exit Management plan shall be furnished in writing to DGE, MoLE or its nominated agencies within 90 days from the Effective Date of this Agreement.

16 Annexures

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

S.No.	Business Requirement	No.	Functional / Technical Requirements
1	Registration of candidates on CET Registration System on NCS Portal	1.1	System should allow the candidates to register and apply for examinations by providing the details.
		1.2	System should allow the mobile number and email-id verification through OTP/email
		1.3	System should notify the users about success/failure of registration through both email and SMS.
		1.4	System should be able to change/reset the password, in case s/he forgets the password or wishes to update it.
		1.5	System should notify all such changes through email as well as SMS
		1.6	System should allow the candidate to edit or update their profile information.
		1.7	System should allow the functionality of preview the application form to the user
		1.8	System should be able to upload the scanned images/documents of the candidate as a part of common registration form
		1.9	System should be able to share the data with SSC and other RAs in real time
		1.10	System should be able to redirect the candidate's session to RA's system seamlessly
		1.11	System should be able to maintain the logs of all the activities for the entire duration of the project
2	Registration of SSC/Recruitment Agencies on CET Registration System	2.1	System should allow the SSC and other RAs to register and post examinations by providing the details
		2.2	System should notify the users about success/failure of registration through both email and SMS.
		2.3	System should be able to change/reset the password, in case s/he forgets the password or wishes to update it.
		2.4	System should have the capability to implement workflow based approvals for new examination postings.
		2.5	System should enable the RAs to view the list of their examinations and be able to close, copy and edit the details of an existing exam
		2.6	System shall provide search filters to RAs to filter the list of their examinations

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S.No.	Business Requirement	No.	Functional / Technical Requirements
3	Real Time Integration with SSC	3.1	System should allow to share the candidate's application data along-with uploaded image/document with SSC on a real time basis
		3.2	System should be able to receive data (fee payment status, admit card availability status, results etc.) from SSC and make this data available in candidates' profiles.
		3.3	System should be able to share and receive the data from SSC in a smooth and secure manner
4	Publishing Results	4.1	System should update the results in candidate's profile (results which will be shared by SSC/RAs).
		4.2	System should allow the candidate to view the results in his profile after login.
5	Integration with Recruitment agencies	5.1	System should allow the registration of individual RAs.
		5.2	System should allow the individual RAs to post Tier II examinations and make it visible to eligible candidates
		5.3	The system should have the capability to implement workflow based approvals for RA registrations as well as new examination postings.
		5.4	System should be able to provide the calendar view of all the examinations.
		5.5	System should be able to check the eligibility of the candidate based Tier I scores.
		5.6	System should allow candidates to apply for Tier II examinations subject to their eligibility based on Tier I scores.
		5.7	System should be able to share the candidate's details along with the uploaded documents to individual RAs in real data (whenever a candidate applies for a exam)
		5.8	System should be able to redirect the candidate's session to RA's system seamlessly
		5.9	System should be able to share and receive the data from RAs in a smooth and secure manner
6	Integration with existing NCS	6.1	System should be able to replicate all the records of the existing NCS System
		6.2	System should allow users to register themselves
		6.3	System should assign a unique NCS ID to all the users
		6.4	System should be able to share the user data with the existing NCS System in real time
		6.5	System should be in sync with the existing NCS System at all times
7	MIS and Data Analytics	7.1	System should allow for alerts, reminders, etc. to be sent through a unified dashboard.

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		7.2	System should have data analytics and dynamic reporting capabilities
		7.3	System should allow for exportable formats such as pdf, excel etc
		7.4	System should be capable of generation of customizable reports. The generation of the report shall not impair the System performance.
8	Helpdesk Interface for internal users	8.1	System should provide an interface for the users (internal/SSCs/RAs) to log any defects or enhancement requests on the CET Registration System and track thereafter
		8.2	System should track service requests helpdesk module
		8.3	System should send alerts (e.g., email, SMS) to the user (internal/SSC/RAs) if the user chooses to whenever any action has been taken on the request
		8.4	System should enable the user (internal/SSC/RAs) to track the submitted defect or enhancement request.
		8.5	System should enable the help-desk user to view the reports on the submitted defects or enhancement requests category-wise, status-wise, and age-wise.
9	CET Registration System Platform	9.1	System should allow RAs to register on the portal and post the examination.
		9.2	System should display list of examinations posted on the portal for providing information to the citizens
		9.3	System should allow the applicants to register on portal to apply for a particular exam
		9.4	System should allow the applicants to fill the CRF and upload the documents/image in the form
		9.5	System should be able to receive the information of the results, admit cards etc. from RAs portals and reflect the same in their profiles on CET Registration System.
		9.6	Proposed portal will be single integrated user interface for all stakeholders.
		9.7	Portal should enable personalization and configuration at user level as well as DGE, MoLE level. The portal should be capable of directing relevant content and information to individual users/ roles, and provide end user customization.
		9.8	Portal should be able to integrate with different RAs systems.
		9.9	The portal should not allow concurrent sessions for same user. The system should automatically log out a customer in case of session breakdowns (e.g., communication failure, high inactivity period - these should be parameterized)

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		9.10	The portal should implement security features, such as password complexity, automatic blocking (temporary/permanent) of user logins after given number of unsuccessful login attempts (should be parameterized), controlled access to content stored on the portal and logging of security incidents. It should be able to manage security rights and privileges by individual, group and role, and should support single sign-on mechanism.
		9.11	Portal should support HTTPS protocol on Transport Layer Security (TLS).
		9.12	The portal should support the leading browsers such as Internet Explorer, Firefox, Chrome etc.
		9.13	The portal should provide search engine with advanced full-text search capabilities. The search engine should be able to search for requests within the portal including free text search with accurate results.
		9.14	Should provide support for comprehensive audit trail features such as: <ul style="list-style-type: none"> · Daily activities log should be merged into the history log files with IP addresses of users · Date, time and user-stamped transaction checklist should be on-line generated for different transactions · All transaction screens should display system information · Daily activity reports should be provided to highlight all the transactions being processed during the day · Unsuccessful attempts to log-in to the system should be recorded
		9.15	Portal should be compatible to mobile devices using responsive design principles
		9.16	Portal should be interoperable with industry standard databases
		9.17	Portal should be capable of Supporting Multilingual content capabilities
		9.18	Portal should be developed in English and Hindi and should have multilingual capabilities with regional, localization and Unicode support.
		9.19	Should authenticate users from Active Directory/LDAP, claim based authentication
		9.20	Should support web services APIs, BLOB Storage, custom code solutions, REST, WSRP
		9.21	Should support customization of Look and feel of the portal

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		9.22	Should support a broad range of standards, preferably open standards. Some examples are DOM 1.0, HTML 5, HTTP, HTTPS, MathML, ODBC , ODF (IS26300) , Open XML (IS29500), OpenSearch, OpenType, PDF 1.7, PDF/A, RTF, RSS, ATOM, SOAP, SVG, REST, UDDI, Unicode, URI/URN, W3C XML Schema, WCAG 2.0, WebDAV, WSDL, WSRP, XHTML, XML, XML Web Services, XMLDsig, XPATH, XPS, XSLT
		9.23	Should integrate with email servers
		9.24	Should integrate with instant messaging services
		9.25	Should integrate with any other portal products through open standards such as HTML, XML, RSS, web services etc.
		9.26	Portal should support Role Based Access
		9.27	Should support multiple roles with associated access controls.
		9.28	Should support upload, store, organize, manage versions and share documents with RAs
		9.29	Should support editions (versions/rollback) of the web site managed
		9.30	Users should be able to upload documents in multiple formats
		9.31	Users should be able to upload multiple files at the same time and preview of the images/documents/files uploaded
		9.32	Should be able to have embedded viewers for accessing documents in multiple formats without requiring other applications
		9.33	Should have offline capability for uploading content
		9.34	Should be able to support to store and manage documents in the same repository
		9.35	Should support content archiving capabilities
		9.36	It should provide on screen tips and online help to aid users while interacting with it.
		9.37	Should be able to customize search
		9.38	Should be able to perform read/write/update data to other RDBMS
		9.39	MSP shall verify user's Aadhaar and PAN
		9.40	MSP shall be responsible for maintaining all the master data for the platform.
		9.41	Should support creation of ad hoc query by users
10		10.1	The system should have a comprehensive logging/ audit and exception handling mechanism

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S.No.	Business Requirement	No.	Functional / Technical Requirements
	Error Handling and Notifications & Alerts	10.2	System should have various adaptors to connect and communicate across heterogeneous external systems. The adaptors should support secure communication, error handling for exception scenarios, transformation capabilities.
		10.3	The proposed solution should have the ability to show recent faults and errors and be able to display recent error messages and exceptions handled
		10.4	The proposed solution should integrate with the “Logging Engine/audit engine” and the “Exception Management” components
		10.5	System should have event processing capabilities, on various system interruptions. System should be able to generate alerts and email notifications to select groups.
		10.6	System should have email integration capabilities and shall accommodate event or criteria driven email notification to select user group.
		10.7	System should support configurable email notifications in case events like form submission, form saved, password change etc.
		10.8	System should support generation of predefined alerts and notifications for various activities e.g. notification/alerts at submission of form, etc.
		10.9	All the forms should be at a minimum bilingual – Hindi and English and support other regional languages of India
		11	Integration with other External Systems
11.2	The solution should have capabilities to receive input message in heterogeneous formats from various different systems, interpret those messages, process and transform those messages to generate output.		
11.3	The solution should have facility to run validation rules on input messages before beginning transformation and processing. On validation failure, system shall be able to generate meaningful error codes which can be passed back to the invoker.		
11.4	The solution should offer standard security features in the orchestration layer and provide option to make all communication across systems as secured.		
11.5	The solution should have event processing capabilities, on various system interruptions. System shall be able to generate alerts and email notifications to select groups.		

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		11.6	The solution should support standard message exchange patterns, web services, REST, SOAP/HTTP, SOAP/HTTPS standards.
		11.7	The solution should have various adaptors to connect and communicate across heterogeneous external systems. The adaptors shall support secure communication, error handling for exception scenarios, transformation capabilities.
		11.8	The solution should be implemented using SOA design pattern.
		11.9	The solution should support SOA standards such as XML, XSLT, BPEL, web services standards and messaging standards.
		11.10	The solution should support all industry standards interfaces for interoperability between different systems
		11.11	The solution should support the following integration security standards: Authentication Authorization Encryption Secure Conversation Non-repudiation Security standards support
		11.12	The solution should support graphical user interface to configure various integration scenario
		11.13	The solution should support routing to all internal & external systems.
		11.14	The solution should have comprehensive auditing capabilities to support any internal or external audits.
		11.15	The solution should provide configurable logging feature for supporting error handling.
		11.16	The solution should support Business Activity Monitoring. One should be able to do a real time analysis of the data flowing within the solution. One should be also able to monitor Key Performance Indicators.
		11.17	The solution should be able to interoperate and connect with applications deployed on a number of platforms.
		11.18	The solution should support various messaging patterns e.g. synchronous, asynchronous etc.
		11.19	The proposed solution should support Time Control and Notification for messaging
12	System Administration	12.1	System should support the deployment of application on various environments
		12.2	System should support patch management activity

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		12.3	System should support version control of the application complete with deployment history
		12.4	System should allow configuration of the user management modules
		12.5	System should allow configuration of the work-flow engines
		12.6	System should allow the configuration of the business rules engine
		12.7	System should allow configuration of the business validations
		12.8	System should allow accessing and configuration of the role based user dashboards
		12.9	System should allow accessing and configuration of the user administration module
		12.10	System should allow accessing and configuration of the master data management module
		12.11	System should allow access and configuration of the data encryption module
13	User Administration	13.1	System should allow creation of the registered portal users
		13.2	System should allow modification of the details of registered users
		13.3	System should allow deletion / de-registration / deactivation of registered users and RAs
		13.4	System should allow archival of the details of registered users
		13.5	System should allow the admin users to assign, edit and delete roles based on role-access engine
14	Work-flow Management	14.1	System should support creation / modification / deletion of the workflows
		14.2	System should support easy workflow configuration, its maintenance, and need based modification, addition alteration of the steps
		14.3	System should support process modelling
		14.4	System must facilitate dynamic web form design functionality
		14.5	System should provide business rule engine and a management platform. Users shall be able to modify the business rules online without any need of deployment. System shall also have business rule connector so that it can talk to any 3rd party business rule engine
		14.6	System should allow saving custom BPM templates so that end user can tailor a business process based on any of the custom template.

Selection of MSP for the implementation and maintenance of CET Registration system on NCS Portal

S.No.	Business Requirement	No.	Functional / Technical Requirements
		14.7	System should offer performance monitoring features for the business processes. The system shall be capable of identifying, reporting inefficient processes and operations and/or those with high level of error and omission
		14.8	System should expose W3C standard web services and REST based web services so that it can communicate to any other technology layer seamlessly.
		14.9	System should have capabilities which will enable business activity monitoring (BAM) and capture audit trail of all activities as well. Web based dashboard shall be made available for accessing all reports. The BAM framework shall provide capability to generate various graphical reports on data.
		14.10	System should provide dashboard view for showing multiple reports. Dashboard view and content can be customized for individuals.
		14.11	System should provide option to define KPI (Key Process Indicators) on processes and enable dashboard and drill-down reports on KPI.
		14.12	System should have email integration capabilities and shall accommodate event or criteria driven email notification to select user group.
		14.13	System should have web based interface for performing all the administration work.
		14.14	The system should be capable of referring to the appropriate documents/records through link or index, without the need of attaching the physical documents with the workflow.
		14.15	System should have the ability to persist various process data and state in storage space.
15	Business-Rule Management	15.1	System should allow the user to create / modify / delete business rules through a rule engine
16	Data Encryption	16.1	All the interfaces between various applications and user are encrypted using appropriate protocols (such as HTTPS, IPSec etc.), algorithm and key pairs.
		16.2	The Solution should allow secure transmission of data over the Internet.
		16.3	Object signing and encryption of attachments (documents) shall be compliant to published MeitY standards.
		16.4	Proposed solution must be secured to both internal and external parties (such as through password encryption)
		16.5	The solution should use audit controls, electronic signatures, data encryption and other methods to assure the authenticity of transaction and other relevant data

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		16.6	The Solution should treat the following events as security incidents: unsuccessful log-on, intrusion detection, malfunctioning of encryption facility, etc. This list of incidents is not exhaustive.
		16.7	Database server should support most granular column encryption to encrypt sensitive data
17	Security	17.1	The Solution must comply with the Application Security Plan and security guidelines of Government of India as applicable
		17.2	Incorporate validation checks into applications to detect any corruption of information through processing errors or deliberate acts.
		17.3	Validate the data output from an application to ensure that the processing of stored information is correct and appropriate to the circumstances
		17.4	The system should be designed to provide the appropriate security levels. Also, the system should ensure data confidentiality and integrity.
		17.5	Audit trails and audit logging mechanism to be built in the system to ensure that user action can be established and can be investigated (for example logging of IP address, etc)
		17.6	Industry good practice or coding of applications so as to ensure sustenance to the application vulnerability assessment
		17.7	Should implement secure error handling practices in the application

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		17.8	<p>System should have Role based access, encryption of user credentials. Application level security should be provided. Some of the security controls are listed below:</p> <p>2.Prevent XSS Vulnerabilities to extract user name password (Escape All Untrusted Data in HTML Contexts and Use Positive Input Validation)</p> <p>3.Secure Authentication and Session Management control functionality shall be provided through a Centralize Authentication and Session Management Controls and Protect Session IDs from XSS</p> <p>4.Prevent Security Misconfiguration Vulnerabilities (Automated scanners shall be used for detecting missing patches, misconfigurations, use of default accounts, unnecessary services, etc. maintain Audits for updates</p> <p>5.Prevent Insufficient Transport Layer Protection Vulnerabilities (enable SSL for all pages, set the secure flag on all sensitive cookies and secure backend connections)</p> <p>6.Prevent Invalidated Redirects and Forwards Vulnerabilities</p> <p>For effective prevention of SQL injection vulnerabilities, the Solution should have monitoring feature of database activity on the network and should have reporting and mechanism to restrict or allow the traffic based on defined policies.</p> <p>7. Prevent DoS/DDoS/DNS attacks, etc.</p> <p>This list is not exhaustive and the security controls needs to be in place as per latest standards.</p>
18	Data Quality Management	18.1	System should allow authorized users to access the data quality assessment module
		18.2	System should present the users with data assessment on the quality of inputted data by various entities
		18.3	System should allow the authorised users to conduct analysis on the data quality
		18.4	System should allow the authorised users view and print reports in desired formats from the data quality assessment module
		18.5	Solution should provide data quality determination and analysis, error correction, recovery processing and related quality control procedures and processes.
		18.6	The solution should have set of data access methods that support direct real time access as well as batch mode of accessing the data.
		18.7	The solution should have data migration service for initial loads and periodic updates.

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		18.8	The solution should have data migration management capability to ensure consistency as data moves across the real time enterprise.
		18.9	A flexible, extensible and open data model to hold the master data and all needed attributes (both structured and unstructured). In addition, the data model must be application neutral, yet support OLTP workloads and directly connected applications.
		18.10	The solution should have data quality function that can find and eliminate duplicate data while insuring correct data attribute survivorship.
		18.11	The solution should have a data quality interface to assist with preventing new errors from entering the system even when data entry is outside the applications themselves.
		18.12	The solution should have continuing data cleansing function to keep the data up to date.
		18.13	The solution should have internal triggering mechanism to create and deploy change information to all connected systems.
		18.14	Data should be sufficiently accurate for the intended use and should be captured only once, although it may have multiple uses.
		18.15	Data should be captured at the point of activity.
		18.16	Data should be recorded and used in compliance with relevant requirements, including the correct application of any rules or definitions.
		18.17	Relevant guidance and definitions should be provided for all statutory performance indicators.
		18.18	Source data should be clearly identified and readily available from manual, automated or other systems and records.
		18.19	Protocols should exist where data is provided from a third party.
		18.20	Data should be captured as quickly as possible after the event or activity and must be available for the intended use within a reasonable time period.
		18.21	Data must be available quickly and frequently enough to support information needs and to influence service or management decisions.
		18.22	Data captured should be relevant to the purposes for which it is to be used. This will require a periodic review of requirements to reflect changing needs.
		18.23	Data requirements should be clearly specified based on the information needs of the stakeholders and data collection processes matched to these requirements.

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		18.24	A periodic assessment of information needs to be undertaken to verify the completeness of data
		18.25	The data shared by the external sources should be cleansed and de-duplicated by using algorithms and migration scripts by the MSP after approval from DGE, MoLE
		18.26	It should ensure that the data and file (data at rest) that is kept in the systems has tamper resistance capacity and source of truth (original data) could be used to reconstruct
		18.27	The system should allow comprehensive data validation techniques before saving data to the database
19	Interoperability and Metadata Standards	19.1	Should be built on Service Oriented Architecture (SOA)
		19.2	Should use open or industry standard based message exchange protocols to ensure interoperability between participating systems.
		19.3	Should support portable data and exchange protocols like XML and Web Service etc.
		19.4	Should ensure guaranteed delivery of messages by capturing the acknowledgment or confirmation of delivery and receipt of messages
		19.5	Should ensure integrity of data-in-transit
		19.6	Should have proper error handling mechanism and message resend capability
		19.7	Should have the ability to view failed messages and reason for their failure
		19.8	Should ensure proper auditability and accountability of exchange of data between the proposed solution and other systems
		19.9	Should be developed using the published metadata standards by Ministry of Electronics & Information Technology (MeitY), Government of India
20	Management and Monitoring Services	20.1	Should provide reports to authorized users for end-to-end performance monitoring and control
		20.2	User should be able to generate the data pertaining to all the SLAs mentioned in this RFP document from this tool and take appropriate action
		20.3	Should provide tools and metrics to support testing, solution performance monitoring, fault isolation, verification and validation of the end-to-end solution.
		20.4	Should have the ability to monitor in real-time all the activities and transactions of all the solution components.
		20.5	Should have the ability to show the status of all components and processes.

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		20.6	Should have the ability to monitor and show all the statuses of the different infrastructure layers supporting the Portal platform
		20.7	Should have the ability to monitor the performance of the middleware showing capacity levels and transaction information
		20.8	Should have the ability to show recent faults and errors and be able to display recent error messages and exceptions handled
		20.9	Should support meeting specific SLAs by issuing customized and configurable alerts
		20.10	Should be able to produce reports showing various performance metrics
		20.11	Should support monitoring policies (runtime, security policies) and report alerts when necessary
21	Mobile Enablement & SMS Gateway (high availability)	21.1	Should allow the solution to be accessible on all mobile devices such as Tablets, Smartphones etc. in a responsive manner
		21.2	Support automated alerts that allows to set up triggers that will automatically send out reminders
		21.3	Should structure overall content with proper tagging to make them screen reader friendly.
		21.4	Resend the SMS in case of failure of the message
		21.5	Provide messaging templates
		21.6	Allow group to be formed for group messages
		21.7	Store history for all messages along with logs
		21.8	Provide provision to print the SMS and logs
		21.9	The SMS gateway must be as per prevailing TRAI/DoT norms
		21.10	Should be instantaneous with almost no waiting time.
		21.11	The vendor shall maintain DND controls.
22	Email Messaging	22.1	Provide an email solution(high availability) for DGE, MoLE officials
		22.2	Email solution would also be used to send automatic alerts and notifications from the Online workflow and hence, required seamless integration with the entire module set of CET Registration System
23	Information Security Management System	23.1	Should prepare information security policy and supporting procedures for ISO 27001:2013 certifications.
		23.2	Should perform Risk Assessment and Risk Treatment Plan for the developed system
		23.3	Should prepare all the necessary document required for ISO 27001 certification, and ensure that they are implemented properly

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		23.4	Should implement all the controls as identified during the Risk assessment and treatment plan as per the agreed timelines
		23.5	Must ensure that the policies and procedures should be aligned with with CERT – IN guidelines.
		23.6	Will ensure that all the observations highlighted during the audit are tracked to closure
		23.7	Should support / provide information / documents for conducting information security audit on a periodic basis through a third party / nominated agency identified by DGE, MoLE
		23.8	The Solution should support latest encryption technologies
		23.9	Proposed solution must be secured to both internal and external parties (such as through password encryption)
		23.10	The solution should use audit controls, electronic signatures, data encryption and other methods to assure the authenticity of any transaction (relevant data etc.)
		23.11	The solution should be able to protect the system from all types of security incidents. They should have the capability to provide real time analysis of security alerts generated by all applications and network components.
		23.12	Database server should support most granular column encryption to encrypt sensitive data
		23.13	MSP will develop a procedure for archiving the log files and ensure security of the log files
		23.14	MSP will maintain separate environment for production, test, staging and development to reduce the risks of unauthorized access or changes
		23.15	The solution should have the functionality to record all the administrator, user level activities including the failed attempts
		23.16	Should protect logging facilities and log information against tampering and unauthorized access
		23.17	MSP will prepare the information security baseline document for all the infrastructure components such as database, operating system, router, switch etc. based on CERT-In technical guidelines and best practices.
		23.18	MSP should make provisions for secure content management on the portal.
		23.19	MSP should implement a Web application Firewall
		23.20	MSP should develop a privacy policy to be posted on the web portal. Privacy policy should be in line with the latest MeitY standards and guidelines

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		23.21	MSP should include a provision for user consent on the privacy policy before the personal data or information is collected from the user.
		23.22	MSP should ensure compliance to the IT act 2008, Amendment 2008
		23.23	The solution should have the capability to define end to end security policies and give SOC monitoring services.
		23.24	The Solution must comply with MeitY's security guidelines, compliances, regulations and other guidelines as well as policies. The technical solution must be in conformance with eGovernance Standards of MeitY as released and updated time to time. The entire solution must be capable of incorporating any changes as a result of changes in the regulations and policies of the government from time to time.
24	Application Security	24.1	The solution must comply with the Application Security Plan and security guidelines of Government of India as applicable.
		24.2	MSP will define and follow the secure coding guidelines. Secure coding guidelines shall include controls against attacks and incidents. For example - SQL injection, command injection, input validation, cross site scripting, directory traversal, buffer overflows, resource exhaustion attacks etc.
		24.3	MSP should incorporate validation checks into application/solution to detect any corruption of information through processing errors or deliberate acts.
		24.4	MSP should validate the data output from the application/solution to ensure that the processing of stored information is correct and appropriate to the circumstances
		24.5	Should implement secure error handling practices in the application
		24.6	Secure Authentication and Session Management control functionality shall be provided through a Centralized Authentication and Session Management Controls
		24.7	Prevent Insecure Cryptographic Storage Vulnerabilities (by encrypt off-site backups, ensure proper key storage and management to protect keys and passwords, using a strong algorithm)
		24.8	Prevent Failure to Restrict URL Access Vulnerabilities (By providing authentication and authorization for each sensitive page, use role-based authentication and authorization and make authentication and authorization policies configurable

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S.No.	Business Requirement	No.	Functional / Technical Requirements
		24.9	Prevent Insufficient Transport Layer Protection Vulnerabilities (enable SSL for all sensitive pages, set the secure flag on all sensitive cookies and secure backend connections)
		24.10	Prevent Invalidated Redirects and Forwards Vulnerabilities
		24.11	For effective prevention of SQL injection vulnerabilities, the solution/application should have monitoring feature of database activity on the network and should have reporting and mechanism to restrict or allow the traffic based on defined policies.
25	Role-based Access	25.1	System should allow the role based access to users, based on business rules and access matrix
		25.2	Allow only users with privileges to access and use the portal modules and services

16.2 Annexure II: Service Level Agreement (SLA)

16.2.1 Purpose of this document

This section defines various Service Level Indicators which will be considered by DGE, MoLE for monitoring the Service Levels of MSP. The Managed Service Provider has to comply with following Service Levels to ensure adherence to project timelines, quality and availability of services.

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

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

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

This SLA is between MSP and DGE, MoLE.

16.2.2 Description of Services Provided

MSP shall provide service as defined in this RFP.

16.2.3 Duration of SLA

1. The service level monitoring would be applicable during the entire course of contract.
2. This SLA may be reviewed and revised according to the procedures detailed in the RFP.

16.2.4 SLA Specific Definitions

1. Critical Time (CT)

This refers to critical time period (24x7), 15 days before the last date of registration of Common Eligibility Test (Tier- I examinations only) where the concurrency is expected to be higher than the other days.

2. Non-Critical Time (NCT)

This refers to all times (24x7), other than the defined critical time period where concurrency of registration is not expected to be as high.

3. Uptime

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

Uptime = $\{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$

4. Downtime / Outages

Time period for which the specified services/ components/ outcomes are not available in the concerned period, being considered for evaluation of SLA, which would exclude downtime owing to Force Majeure & Reasons beyond control of the successful bidder

3. Scheduled Maintenance Time

Time period for which the specified services/ components with specified technical and service standards are not available due to scheduled maintenance activity. The successful bidder is required to take at least 10 days prior approval from the designated authority for any such activity. The scheduled maintenance should be carried out during non-peak hours (like post mid-night, and should not be for more than 4 hours. Such planned downtime would be granted max 4 times a year.

4. Contact for Helpdesk support team

- a. Contact for support /complaint will be by ticket.
- b. A ticket will be logged by the MSP/user in the System and a response shall be provided about the resolution of the problem.

5. Denial of service

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

6. Incident

Incident refers to any event / abnormalities in the functioning of the application / hardware that may lead to disruption in normal operations of the CET Registration System application.

16.2.5 Service Level Agreement & Targets

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

16.2.5.1 Applicable SLAs during Implementation Phase

16.2.5.1.1. Project Milestones

Delay in Project Milestones	
Definition and Description	Timely delivery of all documents that are to be submitted as part of the DGE, MoLE CET Registration System Project deliverables. The deliverables are already listed in the RFP.
Service Level Requirement	All the deliverables defined in the RFP have to be submitted on-time. <ul style="list-style-type: none"> • If any delay occurs, DGE, MoLE will have the right to decide if the reason for delay was beyond the control of the MSP and in such a case penalty will not be levied for that period. • If any deliverable is delayed because of its dependency on earlier deliverable (which was also delayed), then DGE, MoLE will have the

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	<p>authority to decide the time for which the penalty should be relaxed / levied.</p> <ul style="list-style-type: none"> • This RFP specifies the timelines for submission of FINAL version of the deliverables (i.e. after review by DGE, MoLE). MSP is expected to make adequate provision for review process and shall submit the draft version of the deliverable much before the timeline. • DGE, MoLE will review and provide comments to MSP on the deliverables normally within 10 working days of the submission of deliverables.
Measurement of Service Level Parameter	Measured as the difference between the planned date for the milestone and the actual date of its completion in weeks
Liquidated Damages for non-achievement of SLA Requirement	<p>Delay would attract a penalty per week as per the following –</p> <p>For Documents = 1 X per week Penalty</p> <p>The Penalty per week is INR 25,000 (Rupees Twenty Five Thousand). The total penalty would be generated by the summation of the above.</p>

16.2.5.2 Applicable SLAs during Go Live and Operation and Maintenance

16.2.5.2.1. Availability

CET Registration System on NCS Portal Availability								
Definition and Description	Application availability refers to the total time when the application is available to the users for performing all activities and tasks. The application should be accessible 24x7x365 days.							
Service Level Requirement	The average availability of the application shall be at least 99.5% in a month, except during Critical Time (CT) when the average availability would be 99.9%. The same service levels will be applicable for a situation when operations are running from DR as well							
Measurement of Service Level Parameter	<p>Uptime = $Uptime = \{1 - [(System\ Downtime) / (Total\ Time - Planned\ Maintenance\ Time)]\} * 100$</p> <p>Any planned application downtime shall NOT be included in the calculation of application availability.</p> <p>This would be measured as an average of every month and the applicable liquidated damages will be levied in the payout of the impacted quarter.</p>							
Liquidated Damages for non-achievement of SLA Requirement	If the Managed Service Provider is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following							
	Application Availability during CT							
	<table border="1"> <tr> <td>Monthly average</td> <td>>= 99.5 % to < 99.9%</td> <td>>= 99.2% to < 99.5%</td> <td>>= 99% to < 99.2%</td> </tr> <tr> <td>Liquidated Damages</td> <td>1 % of that month's payment amount</td> <td>2 % of that month's payment amount</td> <td>4 % of that month's payment amount</td> </tr> </table>	Monthly average	>= 99.5 % to < 99.9%	>= 99.2% to < 99.5%	>= 99% to < 99.2%	Liquidated Damages	1 % of that month's payment amount	2 % of that month's payment amount
Monthly average	>= 99.5 % to < 99.9%	>= 99.2% to < 99.5%	>= 99% to < 99.2%					
Liquidated Damages	1 % of that month's payment amount	2 % of that month's payment amount	4 % of that month's payment amount					

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Application Availability during NCT			
Monthly average*	>= 99 % to < 99.5%	>= 98% to < 99%	>= 97% to < 98%
Liquidated Damages	0.5 % of that month's payment amount	1 % of that month's payment amount	2 % of that month's payment amount

* If the application is consistently below 97% continuously for two or more months duration, then DGE, MoLE may consider withdrawing the Work Order with the Managed Service Provider

For each additional drop of 1% in performance below 97%, additional 0.5% of the Monthly amount shall be levied as additional Liquidated Damages.

16.2.5.2.2. CET Registration System Performance SLA

CET Registration Portal Response Time																					
Definition and Description	Application response time refers to the total time that the application takes to load the requested page																				
Service Level Requirement	The application response time (on LAN) for users should not exceed 1. Average loading time for all pages – 1 sec 2. Functionality screen load – 1 Sec 3. Uploading/downloading of documents (max. size of document 50kb)– 4 sec																				
Measurement of Service Level Parameter	Application response time will be measured on the basis of automated reports. The data should be captured through automated tools. Any scheduled downtime should not be included in the calculation of application response time. This would be measured as an average of every month and the applicable liquidated damages will be levied in the payout of the impacted quarter.																				
Liquidated Damages for non-achievement of SLA Requirement	If the Managed Service Provider is not able to meet the above defined service level requirement for 95% of the cases, then any deviation from the same would attract a penalty as per the following – For Critical Time Period <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Average loading time for all pages</th> </tr> </thead> <tbody> <tr> <td>Monthly Average</td> <td>>= 95% to >93%</td> <td>>= 93% to >91%</td> <td>>=91% to >89%</td> </tr> <tr> <td>Liquidated Damages</td> <td>1% of that month's payment amount</td> <td>2% of that month's payment amount t</td> <td>4% of that month's payment amount</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Functionality screen load</th> </tr> </thead> <tbody> <tr> <td>Monthly Average</td> <td>>= 95% to >93%</td> <td>>= 93% to >91%</td> <td>>=91% to >89%</td> </tr> </tbody> </table>	Average loading time for all pages				Monthly Average	>= 95% to >93%	>= 93% to >91%	>=91% to >89%	Liquidated Damages	1% of that month's payment amount	2% of that month's payment amount t	4% of that month's payment amount	Functionality screen load				Monthly Average	>= 95% to >93%	>= 93% to >91%	>=91% to >89%
Average loading time for all pages																					
Monthly Average	>= 95% to >93%	>= 93% to >91%	>=91% to >89%																		
Liquidated Damages	1% of that month's payment amount	2% of that month's payment amount t	4% of that month's payment amount																		
Functionality screen load																					
Monthly Average	>= 95% to >93%	>= 93% to >91%	>=91% to >89%																		

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Liquidated Damages	1% of that month's payment amount	2% of that month's payment amount t	4% of that month's payment amount
Uploading/downloading of documents			
Quarterly Average	>= 95% to >93%	>= 93% to >91%	>=91% to >89%
Liquidated Damages	1 % of that month's payment amount	2% of that month's payment amount t	4% of that month's payment amount
For Non-Critical Time Period			
Average loading time for all pages			
Monthly Average	>= 95% to >93%	>= 93% to >91%	>=91% to >89%
Liquidated Damages	0.5 % of that month's payment amount	1 % of that month's payment amount t	2 % of that month's payment amount
Functionality screen load			
Monthly Average	>= 95% to >93%	>= 93% to >91%	>=91% to >89%
Liquidated Damages	0.5 % of that month's payment amount	1 % of that month's payment amount t	2 % of that month's payment amount
Uploading/downloading of documents			
Quarterly Average	>= 95% to >93%	>= 93% to >91%	>=91% to >89%
Liquidated Damages	0.5 % of that month's payment amount	1 % of that month's payment amount t	2 % of that month's payment amount
For each additional drop of 1% in performance below 89%, 0.5% of the Monthly amount			

16.2.5.2.3. Cloud Services

RPO and RTO	
Definition and Description	Based on the successful operations from DR Site and restoring the services back, they are applicable from both the production environment and during DR drills
Service Level Requirement	RPO – 15 mins RTO – 15 mins Provisioning and De-provisioning of Virtual Machines – 15 mins
Measurement of Service Level Parameter	Based on the successful operations from DR Site and restoring the services back. Also, there must be a minimum of 1 DR drill over a period of every 6 months
Liquidated Damages for non-achievement of SLA Requirement	If the Managed Service Provider is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –
	RPO
	Liquidated Damages*
	RTO
	Liquidated Damages*
	*For each additional delay of 15 min after 45 min additional 0.5% of the quarterly payment shall be levied as additional Liquidated Damages
	Provisioning De-provisioning of VMs
Liquidated Damages**	
**For each additional delay of 15 min after 45 min additional 0.5% of the quarterly payment shall be levied as additional Liquidated Damages	

16.2.5.2.4. Helpdesk

Helpdesk for Common Registration Form	
Definition and Description	Time in which a complaint / query is resolved after it has been reported by DGE, MoLE/SSC to the helpdesk team of the Managed Service Provider.

<p>Service Level Requirement</p>	<p>Helpdesk ticket/ Incident Response time which is the average Time taken to acknowledge and respond once a ticket/incident is logged into the system should not be more than 15 minutes.</p> <p>The helpdesk agents are required to be available for queries related to registration. Any query after being given a response shall be classified for resolution in following four categories.</p> <p>Severity Level 1 (S1): Queries regarding issues which have the greatest business impact to the system in terms of security and functionality. For example, unable to login to the system or unable to submit the form due to errors in software, critical module not working etc. security breaches and malware attacks.</p> <p>Severity Level 2 (S2): Queries regarding issues which have medium business impact wherein the user is partially able to perform his/her regular work. For example, user is able to login and perform most of his normal work, application status not visible in the account.</p> <p>Severity Level 3 (S3): Queries regarding issues which have the least/no business impact involving cosmetic changes. For example, text alignment issues, change of background colour etc.</p> <p>Severity Level 4 (S4): Queries regarding enhancement requests. For example, addition of new functionality etc. (DGE, MoLE will collate and review the enhancements requests and initiate Change control process accordingly)</p> <p>The Managed Service Provider shall provide service as per the following standards –</p> <table border="1" data-bbox="469 1205 1417 1733"> <thead> <tr> <th>Type of Query</th> <th>Maximum resolution time allowed</th> <th>Performance baseline</th> </tr> </thead> <tbody> <tr> <td>S1</td> <td>4 business hours</td> <td>Tickets resolved within defined timeline</td> </tr> <tr> <td>S2</td> <td>8 business hours</td> <td>Atleast 99.5% ticket resolved within defined timeline</td> </tr> <tr> <td>S3</td> <td>16 business hours</td> <td>Atleast 98% ticket resolved within defined timeline</td> </tr> <tr> <td>S4</td> <td>To be calculated in discussion with DGE, MoLE on case by case basis.</td> <td></td> </tr> </tbody> </table> <p>Root Cause Analysis Report to be submitted for S1 and S2 within 5 days of incident reporting</p>	Type of Query	Maximum resolution time allowed	Performance baseline	S1	4 business hours	Tickets resolved within defined timeline	S2	8 business hours	Atleast 99.5% ticket resolved within defined timeline	S3	16 business hours	Atleast 98% ticket resolved within defined timeline	S4	To be calculated in discussion with DGE, MoLE on case by case basis.	
Type of Query	Maximum resolution time allowed	Performance baseline														
S1	4 business hours	Tickets resolved within defined timeline														
S2	8 business hours	Atleast 99.5% ticket resolved within defined timeline														
S3	16 business hours	Atleast 98% ticket resolved within defined timeline														
S4	To be calculated in discussion with DGE, MoLE on case by case basis.															
<p>Measurement of Service Level Parameter</p>	<p>The service level would be defined in the number of business hours calculated from the date of logging the call/raising the request with the Managed Service Provider.</p> <p>The Managed Service Provider shall provide help desk software / tools / mechanisms to measure the same. The tool / mechanism shall be able to</p>															

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	provide DGE, MoLE information about Help Desk Resolution Time, and historical information of the same. After categorizing the Response Type, this shall be appropriately entered into the Helpdesk Log.			
Liquidated Damages for non-achievement of SLA Requirement	Helpdesk ticket/ Incident Response time			
	Quarterly Average	>= 100% to < 99%	>= 99% to < 97%	< 97%
	Liquidated Damages	0.5 % of quarterly payment	1 % of quarterly payment	2 % of quarterly payment
	Severity Level 1			
	Percentage of incident closed within stipulated time frame	>= 99 % to < 99.5%	>= 98% to < 99%	< 98%
	Liquidated Damages	0.5 % of quarterly payment	1 % of quarterly payment	2 % of quarterly payment
	Severity Level 2			
	Percentage of incident closed within stipulated time frame	>= 98 % to < 99.5%	>= 96% to < 98%	< 96%
	Liquidated Damages	0.25 % of quarterly payment	0.5 % of quarterly payment	1 % of quarterly payment
	Severity Level 3			
	Percentage of incident closed within stipulated time frame	>= 96 % to < 98%	>= 94% to < 96%	>= 92% to < 94%
	Liquidated Damages	0.25 % of quarterly payment	0.5 % of quarterly payment	1 % of quarterly payment
	For each additional drop of 2% in the ticket closure volume below the defined thresholds for S1, S2 and S3 incidents, 0.5% of Quarterly payments cost will be levied as additional penalty			

16.2.5.2.5. Security SLAs

Definition and Description	Security being one of the most important aspects of DGE, MoLE CET Registration System would be governed by stringent standards. All security incidents leading to disruption in network availability would be penalized heavily.		
Service Level Requirement	Security MIS and incident reporting, upgrades, vulnerability and penetration testing		
Liquidated Damages for non-achievement of SLA Requirement	If the Managed Service Provider is not able to meet the a defined service level requirement, then any deviation from the same would attract a penalty as per the following –		
	Security Reporting: MIS report to be submitted on quarterly basis within pre-defined timelines Target: 100% on time reporting of the security KPI's (defined during project start)		
	Delay	>1 day to <= 5 days delay	>5 day to <=10 days delay
	Liquidated Damages	1% of the quarterly payment	2% of the quarterly payment
	For each additional hour after 10 days, penalty of 0.5% will be levied as additional		
	Availability of latest patches on the system components Target: All patches released, to be installed on at least 98% of all applicable components within 48 hours of update release		
	Patch updates	>98% to <= 96%	>96% to <= 95%
	Liquidated Damages	1% of the quarterly payment	2% of the quarterly payment
	For each 1% drop below 95%, penalty of 0.5% will be levied as additional		
	Anti-virus (AV) signature update: Availability of latest AV signature on the system components. Target: Latest AV signature to be installed on at least 98% of all applicable components within 24 hours update release		
		>98% to <= 96%	>96% to <= 95%
	Liquidated Damages	1% of the quarterly payment	2% of the quarterly payment
	For each 1% drop below 95%, penalty of 0.5% will be levied as additional		
Vulnerability assessment and closure: Vulnerability Assessment for all systems / sub systems / network devices shall be performed once every three months and all detected vulnerabilities closed within the cycle. Target: Detecting and reporting within 10 days			
	>10 and <=25 days	>25 and <=40 days	
Liquidated Damages	1% of the quarterly payment	2% of the quarterly payment	

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For each additional day beyond 40 days, penalty of 0.5% will be levied as additional		
<p>Event set granularity is the Number of Events of Interest generated in a particular problem set / Cumulative number of Events of Interest across all problem sets Target: 5%</p>		
Quarterly Average	>5% and <=10%	>10% and <=20%
Liquidated Damages	1% of the quarterly payment	2% of the quarterly payment
For each 1% above 20%, penalty of 0.5% will be levied as additional		
<p>Problem Set Management : Percentage of new problem sets generated = number of new problem sets identified during the reporting period / total number of problem sets being managed by SOC.</p>		
Quarterly Average	>5% and <=10%	>10% and <=20%
Liquidated Damages	1% of the quarterly payment	2% of the quarterly payment
For each 1% above 20%, penalty of 0.5% will be levied as additional		
<p>Reporting of security incidents/threats Target: Detecting and reporting within 15 minutes</p>		
	>15 and <=30 minutes	>30 and <= 60 minutes
Liquidated Damages	1% of the quarterly payment	2% of the quarterly payment
For each additional hour after 60 minutes, penalty of 0.5% will be levied as additional		

16.2.5.2.6. Audit

Audits	
Definition and Description	<p>The third party auditor shall rate the performance of the MSP/ CSP on IT Security implementation for certifications on the implemented solution as mentioned in this RFP (ISO 20001, ISO 27017, ISO 27018). The three ratings for the performance shall be: Satisfactory, Requires Improvement, and Unsatisfactory.</p> <p>There would also be a mutually agreed recommendations implementation schedule</p>
Service Level Requirement	The rating by the Third Party Auditor should be Satisfactory to avoid penalty and the recommendations if any to be implemented 100% as per the mutually agreed implementation schedule
Measurement of Service Level Parameter	Based on the rating by the third party auditor and implementation of recommendations

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Liquidated Damages for non-achievement of SLA Requirement	If the Managed Service Provider is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –		
	Outcome of IT Security Audit		
		Requires Improvement rating	Unsatisfactory rating
	Liquidated Damages*	1 % of the quarterly payment	2 % of the quarterly payment
	Implementation of recommendations of IT Security audits		
		100% on time	<100%
	Liquidated Damages*	No penalty	1 % of the quarterly payment

16.2.5.5 Others

16.2.5.5.1 SLA on additional services/items

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

16.2.5.5.2 Breach of SLA

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

16.2.5.5.3 Exclusions (for penalty calculation)

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

1. The non-compliance to the SLA other than for reasons beyond the control of the MSP. Any such delays will be notified in writing to DGE, MoLE by MSP, will not be treated as breach of SLA from the MSP’s point of view.
2. There is a force majeure event effecting the SLA which is beyond the control of the Managed Service Provider

16.2.6 SLA Monitoring and Auditing

1. DGE, MoLE will review the performance of MSP against the SLA parameters each quarterly, or at any periodicity defined in this RFP document.
2. The review / audit report will form basis of any action relating to imposing penalty or breach of terms and conditions of work order. Any such review /Audit can be scheduled or unscheduled. The results will be shared with the MSP as soon as possible.
3. DGE, MoLE reserves the right to appoint a third-party auditor to validate the SLA.

16.2.6.1.1 SLA Monitoring Tool

1. The Managed Service Provider shall provide adequate tools for capturing data required for measuring SLAs at no extra cost to DGE, MoLE.
2. The Tool shall be tested and certified for its accuracy, reliability and completeness by DGE, MoLE before it is deployed by MSP.
The tools shall have the capability such that the DGE, MoLE representative can log in anytime, without the involvement of MSP, to see the status.
3. At the same time the MSP would provide online helpdesk for users to log the calls.

16.2.6.2 Reporting Procedures

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

16.2.6.3 Maximum Penalty to MSP for the SLA

1. The maximum penalty at any point of time on an additive basis in any quarter shall not exceed 10% of Quarterly payments due as per the Commercial Bid submitted by the Managed Service Provider. This is applicable only for the Operation and Maintenance phase. If in a year, the penalty exceeds 10% for 3 out of four quarters DGE, MoLE reserves the right to cancel the contract.

16.2.6.4 Issue Management Procedures

16.2.6.4.1 General

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

16.2.6.4.2 Issue Management Process

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

16.2.6.4.3 Risk and Cost Factor

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

16.3 Annexure III: Existing Infrastructure

16.3.1 Hardware Components

Hardware Information				
S. No.	Hardware Component	Hardware Model	Make	Location
1	Server	ProLiant BL660c Gen8 ProLiant BL460c Gen8 DL 120 G9	HP	DC and DR
2	Load Balancer	Array APV 3600	Array	DC and DR
3	C7000 Blade Enclosure	HP C7000	HP	DC and DR
4	Firewall	Fotigate 800C	HP	DC and DR
5	Intrusion Prevention Sensor			
6	SAN Switch	HP SN6500B 96/48 PowerPack+ FC Switch	HP	DC and DR
7	Storage	HP 3PAR StoreServ 7440c 4N	HP	DC and DR
8	Access Switch	HP 5900AF-48G-4XG-2QSFP+	HP	DC and DR
9	Core Switch	HP 5900AF-48XG-4QSFP+	HP	DC and DR
10	Tape Library	HP MSL 6480 Library	HP	DC and DR
11	WAN Switch	HP A5120-24G EI	HP	DC and DR

16.3.2 Software Components

Software Information			
S. No.	Software Component	Software Version	Location
1	MS SQL Enterprise Edition	2012 SP3	DC and DR
2	Windows 2012 Ent Edition	2012	DC and DR
3	Anti-Virus Software for Servers (DC/DR)	Symantec Enterprise Edition 12.0	DC and DR
4	Data Protector Backup Software	9.09	DC and DR
5	Vcenter Standard Edition	5.5	
6	Vmware ESX HyperVisor SE		DC and DR
7	Vmware HyperVisor EE		DC and DR
8	Application Performance Management	RUM 9.24	DC
9	Asset Management	Asset Manager 9.5	DC

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10	Automation Management	SA 10	DC
11	Helpdesk Management	HPSM 9.4	DC and DR
12	Network Management	NNM 10	DC
13	Reporting & Event Management	RUM 9.24	DC
14	Systems Management	SHR 9.31, OMW 9.0	SHR=DC OMW=DC and DR
15	DR Replication Software	DRM 4.5	DR
16	Biztalk	2013	DC and DR
17	CRM	2013	DC and DR
18	Sharepoint	2013	DC and DR
19	SAS BI	9.4	DR
20	Unix	RHEL 6.5	DC
21	Storage Management	(3 PAR Integrated) IMC 4.7.3	DC and DR

16.4 Annexure IV: Common Registration Form

The tentative Common Registration Form is as below:

Basic Details	
1a. Do you have Aadhaar?*	<input type="radio"/> Yes <input type="radio"/> Applied <input type="radio"/> No
1b. Aadhaar Number	<input type="text"/>
1c. Aadhaar Enrolment ID	<input type="text"/>
1d. If you do not have Aadhaar ID or Aadhaar Enrolment ID, then please give detail of one of following IDs:	Type of ID
	ID Number
i) Valid Voter ID Card Number	
ii) Valid PAN Number	
iii) Valid Passport Number	
iv) Valid Driving License Number	
v) Valid Employer ID Number (Govt./ PSU/ Private.	
vi) Valid School/ College ID Card Number	
2a. Name*	<input type="text"/>
2b. Have you ever changed Name*?	<input type="radio"/> Yes <input type="radio"/> No
2c. New Name	<input type="text"/>
3. Father's Name	<input type="text"/>
4. Mother's Name*	<input type="text"/>
5. Date of Birth*	<input type="text"/>
6. Matriculation (10 th Class) Examination Details	
(i) Education Board*	<input type="text"/>
(ii) Roll Number*	<input type="text"/>
(iii) Year of Passing*	<input type="text"/>

Note1 Information to be provided at Serial Number 2a, 5 & 6 should be as recorded in your Matriculation (10th Class) Examination Certificate.

Note2 If reply at S No-2b is 'Yes', then information given at S No-2c will be treated as the 'Name of the Candidate'

[1b will be displayed, if response at S No-1a is 'Yes,' 1c will be displayed, if response at S No-1a is 'Applied'. Else 1d will be displayed.
[In 1b, only 12 digits will be accepted.
[In 1c, 28 character Enrolment ID will be allowed]
[In Type of ID, valid ID types from 6c (i) to 6c (vi) will be displayed from DD Menu]
[Field at S No-21 i.e. taking of LTI or related biometric impression as per S No-21 will be mandatory, if answer to 1a is 'No']

{DD, MM, YYYY information will be populated from Drop Down (DD) menu}

[Education Board from DD Menu]

[Only digits will be accepted in Roll Number field, no spaces allowed]

[Year of Passing from DD Menu]

* Mandatory Field

Save

Next

Exit

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Additional Details	
7. Gender*	<input type="radio"/> Male <input type="radio"/> Female
8. Level of Educational Qualification	<input type="text"/>
9. Category*	<input type="radio"/> SC <input type="radio"/> ST <input type="radio"/> OBC <input type="radio"/> General
10. Nationality*	<input type="text"/>
11. Identification Mark	<input type="text"/>
12. Are you a Person With Disability (Divyang)?	<input type="radio"/> Yes <input type="radio"/> No
12a. Type of Disability	<input type="text"/>
12b. Percentage of Disability	<input type="radio"/> Less than 40% <input type="radio"/> 40% or More
12c. Disability Certificate Number	<input type="text"/>
12d. Upload Certificate:	<input type="button" value="Choose File"/> <input type="text"/> <input type="button" value="Submit Certificate"/> <input type="button" value="Upload Certificate"/> <input type="text"/>

[Educational Qualification from DD Menu. Matriculation, 10+2, Graduate and Post Graduate Level options will be given.]

[At S No-10 against Nationality, Indian and valid Nationalities for jobs in India from DD Menu]

[Item No-12a to 12d will get activated, if option for S No-12 is 'Yes']

[In the Type of Disability, OH, VH, HH from DD Menu]

Contact Details

Contact Details for Indian Nationals:

13a Permanent Address*	<input type="text"/>	<p>Note1 Candidates are advised not to change their Mobile Number and Email ID, as information related to employment will be provided through this number and Email ID.</p> <p>[13 and 14 will be mandatory fields, if answer at S No-10 i.e. Nationality is 'Indian']</p> <p>[In present and permanent address, District and State information from DD Menu]</p> <p>[Fields for entering present address will be displayed only if answer at S No-14 is 'Yes']</p>
13b. State/ UT	<input type="text"/>	
13c. District	<input type="text"/>	
13d. PIN Code	<input type="text"/>	
14. Is permanent address same as present address?*	<input type="radio"/> Yes <input type="radio"/> No	
15a. Present Address (* if answer at S No-14 is 'No')	<input type="text"/>	
15b. State/ UT	<input type="text"/>	
15c. District	<input type="text"/>	
15d. PIN Code	<input type="text"/>	
Contact Details for Other Nationals:		
16. Full Address of candidates of Other Nationalities*	<input type="text"/>	<p>[16will be mandatory fields, if answer at S No-10 i.e. Nationality is other than 'Indian']</p> <p>[For Mobile Numbers, only 10 digits will be accepted] [As Mobile Number and Email ID will be used for communication with the candidate, these fields will be verified through OTP]</p>
17a. Mobile Number*	<input type="text"/>	
17b. Alternate Mobile Number	<input type="text"/>	
18. Email ID*	<input type="text"/>	
18a. Alternate Email ID	<input type="text"/>	

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Photo, Signature and Thumb Impression

19. Upload Photo*	<input type="button" value="Choose File"/>	<input type="text"/>	<input type="button" value="Submit Photo"/>
	<input type="button" value="Upload Photo"/>		
20. Upload Signature*	<input type="button" value="Choose File"/>	<input type="text"/>	<input type="button" value="Submit Signature"/>
	<input type="button" value="Upload Signature"/>		
21. Upload Left Thumb Impression (LTI) or equivalent (This option will be mandatory, if answer at S No-1a is no)	<input type="button" value="Choose File"/>	<input type="text"/>	<input type="button" value="Submit LTI"/>
	<input type="button" value="Upload LTI"/>		
22. If LTI not available, Biometric impression of	<input type="radio"/> Right thumb impression <input type="radio"/> Left great toe <input type="radio"/> Right great toe		

Note1: Size of photograph file should be between 20 KB to 50 KB. Photo should be in colour, without cap, goggles and both ears should be visible. Name and date of photograph should also be displayed at the bottom on photograph. Photograph should not be more than six months old).

Note2: Size of Signature file should be between 10KB to 20 KB.

Note3: Size of Left Thumb Impression should be between 10KB to 30KB. In case a candidate does not have left hand, impression of right hand thumb, Left great toe or right great toe may be used in that order.

Note4: Please save and take draft printout of the information provided and check this detail CAREFULLY before Final Submission

<input type="button" value="Previous"/>	<input type="button" value="Save Draft"/>	<input type="button" value="Take Draft Print"/>	<input type="button" value="Exit"/>
---	---	---	-------------------------------------

Declaration: I hereby declare that the information given by me in this form is true, complete and correct to the best of my knowledge and belief. I understand that in the even of any information being found false or incorrect at any stage, my candidature/ appointment is liable to be cancelled/ terminated. I am willing to allow use of Aadhaar for biometric information verification from today or from the date, I acquire Aadhaar ID.

I Agree:

17 Bid Formats

17.1 Form I: Request for Clarifications

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

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

Yours faithfully,

Designated Contact Person

Company name

Designation

Company Seal

17.2 Form II: Earnest Money Deposit

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the Bid validity period or its extended period, if any.

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.

If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or

If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of the conditions mentioned above and specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Selection of MSP for the implementation and maintenance of CET Registration system on NCS Portal

Date:

17.3 Form III: Authorization Letter

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

(Name and Address of Company)

(Seal/Stamp of Bidder)

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date:

Name:

Designation:

Signature:

(Company Seal)

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

17.4 Form IV: Litigation Impact Statement

Company letter head>

<Date>

Deputy Director General (Employment)
Director General of Employment,
Ministry of Labour & Employment
Govt. of India,
Shram Shakti Bhawan
Rafi Marg,
New Delhi-110001

Ref: RFP for Selection of Managed Service Provider for implementation and maintenance of CET Registration System on NCS Portal

Dear Sir,

We have read and understood the contents of the Request for Proposal and pursuant to this hereby confirm that we continue to satisfy the eligibility criteria laid out at the time of short-listing us to participate in the bidding process to implement the CET Registration System at DGE, MoLE.

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

<Signature>

<Designation>

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

Sincerely,

Company Seal

Name

Designation

Signature

Date

<Name and Address of Company>

Seal/Stamp of the Company

17.5 Form V: Cover Letter

<<Company letter head>

<Date>

Deputy Director General (Employment)
Director General of Employment,
Ministry of Labour & Employment
Govt. of India,
Shram Shakti Bhawan
Rafi Marg.
New Delhi-110001

Dear Sir,

Ref: RFP for Implementation and Maintenance of CET Registration System on NCS Portal at DGE, MoLE

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the implementation and maintenance of CET Registration System at DGE, MoLE.

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

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

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

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

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

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

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

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

Selection of MSP for the implementation and maintenance of CET Registration system on NCS Portal

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

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

Dated this Day of **2018**

Sincerely,

Company Seal

Name

Designation

Signature

Date

<Name and Address of Company>

Seal/Stamp of the Company

17.6 Form VI: Conflict of Interest

<Company letter head>

<Date>

Deputy Director General (Employment)
Directorate General of Employment
Ministry of Labour and Employment
Shram Shakti Bhawan, Rafi Marg
New Delhi – 110001

Sir,

Sub: Undertaking on Conflict of Interest regarding implementation and maintenance of CET Registration System on NCS Portal at DGE, MoLE

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

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

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

<Signature>

<Designation>

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

Sincerely,

Company Seal

Name

Designation

Signature

Date

<Name and Address of Company>

Seal/Stamp of the Company

17.7 Form VII: Details of Bidder Organization

(To be submitted on the Letterhead of the Bidder)

Details of the Bidder Organization	
Company Name	
Nature of business in India	
Date of Incorporation	
Address of the Headquarters	
Address of the Registered Office in India	
Name of the contact person and contact details (Note: For MSP, the contact person should be the Authorised Signatory):	
Address of the Development Center in India	
Mandatory Supporting Documents: <ul style="list-style-type: none">a. Certificate of Incorporation from Registrar Of Companies(ROC)b. Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the companyc. Copy of board resolution authorizing the bid signatory along with power of attorney	

<Signature>

<Company Seal>

Name:

Designation:

Date:

Name and Address of Company:

17.8 Form VIII: Undertaking of not being Black Listed

(To be submitted on the Letterhead of the Bidder)

<Date>

Deputy Director General (Employment)
Directorate General of Employment (DGE),
Ministry of Labour and Employment,
Shram Shakti Bhawan, Rafi Marg,
New Delhi-110001

Dear Sir,

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

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

Sincerely,

<Signature>

<Company Seal>

Name:

Designation:

Date:

Name and Address of Company:

17.9 Form IX: Financial Information of the Bidder

Financial Information			
	FY 2016-17	FY 2015-16	FY 2014-15
Turnover (in INR crores)			
Profit Before Tax (in INR crores)			
Net Worth (in INR crores)			
Revenue from IT services (in INR crores)			
Other Relevant Information			
Mandatory Supporting Documents: <ul style="list-style-type: none">a. Audited financial statements for each of the three financial years as mentioned above (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.)b. Certification by the company auditors supporting the revenue break-up			

<Signature>

<Company Seal>

Name:

Designation:

Date:

Name and Address of Auditor:

17.10 Form X: Quality Assessment Details

(To be submitted on the Letterhead of the Bidder)

<Date>

Deputy Director General (Employment)
Directorate General of Employment (DGE),
Ministry of Labour and Employment,
Shram Shakti Bhawan, Rafi Marg,
New Delhi-110001

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

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

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

Dated this ____ day of ____ 2018

Yours sincerely,

<on behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

17.11 Form XI: Managed Service Provider Experience

S. No.	Item	Bidder's Response
1.	Name of Bidder entity <i>(Lead bidder/consortium member with bidder name)</i>	
2.	Assignment Name	
3.	Name of Client	
4.	Country	
5.	Contact Details <i>(Contact Name, Address, Telephone Number)</i>	
6.	Approximate Value of the Contract	
7.	Duration of Assignment (months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative description of the project	
11.	Details of Work that defines the scope relevant to the requirement (Mention as per the defined Evaluation Criteria in Sections 10.2.1 and 11.4, as applicable)	
12.	Documentary Evidence attached	
13.	Details of the proposed resources who were part of the project (if any) along with their roles. If none, mention N/A	

Supporting Documents

Note: A client citation with reference to the above experience/citation for DGE, MoLE

- 1) A Client Letter (in case of ongoing project)
- 2) Completion/Go-live certificate

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

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

Please use separate forms for multiple citations.

<On behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

17.12 Form XII: Undertaking on Personnel

(To be submitted on the Letterhead of the Bidder)

<Date>

Deputy Director General (Employment)
Directorate General of Employment (DGE),
Ministry of Labour and Employment,
Shram Shakti Bhawan, Rafi Marg,
New Delhi-110001

Sub: Undertaking on Personnel

Sir,

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

Yours faithfully,

<on behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

17.13 Form XIII: Details of Cloud Service Provider

(To be submitted on the Letterhead of the Bidder)

Details of the Bidder Organization	
Company Name	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Address(es) of the Data Center(s) sites in India	
Other Relevant Information	
Mandatory Supporting Documents: a. Certificate of Incorporation from Registrar Of Companies(ROC) b. Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company c. Certification on commencement of business	

Yours sincerely,

<Date>

<on behalf of CSP Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

17.14 Form XIV: Financial Information of the CSP

<Date>

Financial Information			
	FY 2016-17	FY 2015-16	FY 2014-15
Turnover (in INR crores)			
Profit Before Tax (in INR crores)			
Revenue from Data Centre services (in INR crore)			
Other Relevant Information			
Mandatory Supporting Documents: a. Audited financial statements for each of the three financial years as mentioned above (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.) b. Certification by the company auditors supporting the revenue break-up			

<Signature>

<Company Seal>

Name:

Designation:

Name and Address of Auditor:

17.15 Form XV: Solution Commitment from MSP

Letterhead of the Bidder>

<Date>

Deputy Director General
DGE, Ministry of Labour and Employment
Shram Shakti Bhawan, Rafi Marg,
New Delhi 110001

Sub: Solution commitment from MSP

Sir,

We, the bidder, would like to confirm that the solution components proposed to be developed by us for the CET Registration System for DGE, MoLE, elaborated in the RFP and shared with us, fully meets the requirements of DGE, MoLE both in terms of functional coverage and scale of operations.

If during the implementation of the CET Registration System on NCS Portal at DGE, MoLE, it is found that the proposed solution components are inadequate to meet the specifications in the RFP document, the required solution components in terms of scale or coverage will be supplied without any financial burden to DGE, MoLE.

Dated this ____ day of ____ 2018

Yours sincerely,

<Date>

<on behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

17.16 Form XVI: Bill of Material

17.16.1 Solution Proposed

#	Proposed Solution(Provide the product name or fill Custom Built, in case of a new development)	Nomenclature of Product	Version and Year of Release(if applicable)	OEM(if applicable)	Features and Functionalities	Reference in the Submitted Proposal(Page number, section, volume)	Any other additional details

Please add more details in additional rows and columns as required

17.16.2 Other Software/Products Proposed

#	Item	Proposed software product (Provide the product name and part number -to be filled for all COTS/ Open source and system software)	Whether COTS/ OSS	Unit of Measurement (if applicable)	Nomenclature of Product	Version and Year of Release(if applicable)	OEM (if applicable)	Features and Functionalities	Reference in the Submitted Proposal(Page number, section, volume)	Any other additional details

Note: Per unit description & Quantities, as mentioned in BoM are to evaluate completeness of the Technical Proposal and to be used for evaluation of Technical Proposal

17.17 Form XVII: Non-malicious Code Certificate

<Letterhead of the Bidder>

<Date>

Deputy Director General
DGE, Ministry of Labour and Employment
Shram Shakti Bhawan, Rafi Marg,
New Delhi 110001

Sub: Non-malicious Code Certificate

Sir,

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

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

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

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

Yours sincerely,

<Date>

<on behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

17.18 Form XVIII: Undertaking on Firm Pricing

<Letterhead of the Bidder>

<Date>

Deputy Director General
DGE, Ministry of Labour and Employment
Shram Shakti Bhawan, Rafi Marg,
New Delhi 110001

Sub: Undertaking on Firm Pricing

Sir,

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

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

Yours sincerely,

<Date>

<on behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

17.19 Form XIX: Undertaking on Service Level Compliance

<Letterhead of the Bidder>

<Date>

Deputy Director General
DGE, Ministry of Labour and Employment
Shram Shakti Bhawan, Rafi Marg,
New Delhi 110001

Sub: Undertaking on Service Level Compliance

Sir,

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

Yours sincerely,

<Date>

<on behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

17.20 Form XX: Undertaking on latest software delivery

<Letterhead of the Bidder>

<Date>

Deputy Director General (Employment)
Directorate General of Employment (DGE), MoLE
Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001

Sub: Undertaking on latest software delivery

Sir,

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

Yours sincerely,

<Date>

<on behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

17.21 Form XXI: Pre-Contract Integrity Pact

Pre-Contract Integrity Pact

General

1. This pre-bid/pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between on one hand, Directorate General of Employment (DGE), MoLE, Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001, acting through **DDG (Employment)**, DGE, MoLE (hereinafter called the “**CORPORATION**” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Name of the contractor) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.
2. WHEREAS the CORPORATION proposes to procure supply of software / hardware/ services / equipment etc. and the BIDDER/SELLER is willing to offer/has offered the supply of goods/plant/machinery/equipment, etc. as per the contract conditions of tender including the specifications of goods.
3. WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership firm constituted in accordance with the relevant law in the matter and the corporation is a Government Department under Section 25 of the Companies Act, 1956 performing its functions on behalf of the Ministry of Labour & Employment, New Delhi, Govt. of India.

NOW, THEREFORE,

4. To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - i) Enabling the CORPORATION to obtain the desired software / hardware/ services / equipment etc. at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
 - ii) Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.
 - iii) The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the Corporation

5. The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

Selection of MSP for the implementation and maintenance of CET Registration system on NCS Portal

6. The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
7. All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
8. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

Commitments of BIDDERS

9. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following
 - i) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - ii) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.
 - iii) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - iv) BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - v) The BIDDERS confirms that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - vi) The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has

Selection of MSP for the implementation and maintenance of CET Registration system on NCS Portal

made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- vii) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- viii) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- ix) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- x) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xi) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- xii) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- xiii) The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956
- xiv) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION

Previous Transgression

- 10. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 11. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Earnest Money (Security Deposit)

- 12. While submitting Technical bid, the BIDDER shall deposit an amount of Rs. _____ as Earnest Money, with the CORPORATION through any of the following instruments:
 - i) Bank Draft or a Pay Order in favour of _____,-----
- 13. Any other mode or through any other instrument.
- 14. The Earnest Money/Security Deposit and performance guarantee shall be valid for the period as per the relevant terms & condition of the contract

Selection of MSP for the implementation and maintenance of CET Registration system on NCS Portal

15. No interest shall be payable by the CORPORATION to the BIDDER on Earnest Money/Security Deposit/performance guarantee or otherwise for the period of its currency and up to their validity.

Sanctions for Violations

16. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CORPORATION to take all or any one of the following actions, wherever required:
- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
 - iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
 - v) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation/rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vi) To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
 - vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
 - ix) Forfeiture of Performance Bond in case of a decision by the Corporation to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
17. The CORPORATION will be entitled to take all or any of the actions mentioned at para 16 (i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
18. The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

19. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the Corporation, if the contract has already been concluded.

Independent Monitor

20. The Corporation has appointed <name>, <designation>, <address> as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
21. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
22. The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
23. Both the Parties accept that the monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
24. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Corporation.
25. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Corporation including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
26. The Corporation will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
27. The Monitor will submit a written report to the designated Authority of Corporation within 8 to 10 weeks from the date of reference or intimation to him by the Corporation / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

28. In case of any allegation of violation of any provisions of this Pact or payment of commission, the Corporation or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

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

Other Legal Actions

30. The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

31. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Corporation and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

32. Should one or several provisions of this Pact out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

33. The parties hereby sign this Integrity Pact at _____ on _____

COPORATION

Bidder

Name of the Officer:

Name of the Officer:

Designation:

Designation:

Witnesses

Witness 1

Name:

Signature:

Witness 2

Name:

Signature:

17.22 Form XXII: Technical Proposal Cover Letter

<Letterhead of the Bidder>

<Date>

Deputy Director General (Employment)
Directorate General of Employment (DGE), MoLE
Shram Shakti Bhawan, Rafi Marg,
New Delhi – 110001

Ref: RFP for Selection of MSP for implementation and maintenance of CET Registration System on NCS Portal

Dear Sir,

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services for implementation and maintenance of CET Registration System on NCS Portal as required and outlined in the RFP.

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

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

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

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

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

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

Dated this Day of **2018**

(Signature)

(In the capacity of)

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

Selection of MSP for the implementation and maintenance of CET Registration system on NCS Portal

(Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date

(Seal here)

17.23 Form XXIII: Commercial Proposal Cover Letter

<Letterhead of the Bidder>

<Date>

Deputy Director General (Employment)
Directorate General of Employment (DGE), MoLE
Shram Shakti Bhawan, Rafi Marg,
New Delhi – 110001

Ref: RFP for Selection of MSP for implementation and maintenance of CET Registration System on NCS Portal

Dear Sir,

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

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

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

If our proposal is accepted, we will obtain two Performance Bank Guarantees in the format given in the bid document issued by any scheduled commercial bank in India, each for a sum equivalent to 5% of the Total Cost of Ownership for the due performance of the agreement

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

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

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

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

Selection of MSP for the implementation and maintenance of CET Registration system on NCS Portal

Dated this Day of **2018...**

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date

(Seal here)

17.24 Form XXIV: Form Deleted Intentionally

17.25 Form XXV: Performance Bank Guarantee

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to DGE, MoLE (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a scheduled commercial bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment

Selection of MSP for the implementation and maintenance of CET Registration system on NCS Portal

under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

17.26 Form XXVI: Undertaking on maintenance of confidentiality of CET Registration System data

<Letterhead of the Bidder>

<Date>

Deputy Director General
Directorate General of Employment,
Ministry of Labour and Employment
Shram Shakti Bhawan, Rafi Marg
New Delhi – 110001

Ref: Undertaking on maintenance of confidentiality of CET Registration System data

Dear Sir,

We undertake that we shall:

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

[on behalf of *Bidder Name*]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

17.27 Form XXVII: Format for CVs

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