

Ministry of Labour and Employment (MoLE)
GOVERNMENT OF INDIA,
NEW DELHI

Open Tender Notice: A-12014/1/2018-SS-3

Dated: 12-06-2018

NOTICE INVITING TENDER through e-Procurement

MoLE invites online bids (Technical and Financial) from eligible bidders which are valid for a minimum period of 180 days from the last date of submission of bids for and on behalf of the MoLE for “**Creation of National Platform of Unorganized Workers and Allotment of an Aadhaar Seeded Identification Number**”

1. RFP documents may be downloaded from MoLE Website: <https://labour.gov.in/> (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>

A.	Earnest Money Deposit to be Submitted	Rs. 1,25,00,000 (Rupees One Crore Twenty Five Lacs Only)
B.	Bid Document Fee to be submitted	Rs. 10,000 (Rupees Ten Thousand Only)
C.	Published Date	12-06-2018
D.	Pre-Bid Meeting (Venue: Conference Hall, 1st Floor, Shram Shakti Bhawan, Connaught Place)	Date: 25-06-2018 Time: 3:00 PM
E.	Bid Submission Start Date and time	Date: 02-07-2018, Time: 5:00 PM
F.	Bid Submission End Date and time	Date: 23-07-2018, Time: 3:00 PM
G.	Pre-Qual Bid Opening Date and time	Date: 23-07-2018, Time: 3:30 PM
H.	Technical Bid Opening Date and time	To be communicated later
I.	Financial Bid Opening Date and time	To be communicated later

2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app> . Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
3. Not more than one bid shall be submitted by one Bidder. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to bid for the same contract as separate competitors. A breach of this condition will render the bids of both parties liable to rejection.
4. Bidder who has downloaded the RFP from the MoLE website <https://labour.gov.in/> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall

Notice Inviting Tender

not tamper/modify the RFP form including downloaded price bid template in any manner. In case if the same is found to be tempered /modified in any manner, Bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with MoLE.

5. Based on queries received from prospective bidders, if required, MoLE may amend the RFP/issue corrigendum. Bidders are advised to visit again MoLE website <https://labour.gov.in/> and CPPP website <https://eprocure.gov.in/eprocure/app> at least 1 day prior to closing date of submission of RFP for any corrigendum / addendum/ amendment.

Sd/

File No. A-12014/1/2018-SS-III

Request for Proposal (RFP)

**For 'Creation of National Platform of Unorganized Workers and
Allotment of an Aadhaar Seeded Identification Number'**

Volume - I

Ministry of Labour & Employment

Rafi Marg

New Delhi

Government of India

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Acronyms

No.	Title	Title
1.	AMC	Annual Management Contract
2.	APIs	Application Programming Interface
3.	AABY	Aam Aadmi Bima Yojana
4.	ASHA	Accredited Social Health Activist
5.	BI	Business Intelligence
6.	CAB	Change Advisory Board
7.	CAPEX	Capital Expenditure
8.	CBT	Computer Based Training
9.	CRM	Customer relationship management
10.	COTS	Commercial Off-the –Shelf
11.	CMMi	Capability Maturity Model Integration
12.	CSC	Common Service Center
13.	CSC VLE	Common Service Center Village Level Entrepreneur
14.	CSP	Cloud Service Provider
15.	DC	Data Centre
16.	DBMS	Database Management System
17.	DR	Disaster Recovery
18.	DMS	Document Management System
19.	EPFO	Employees Provident Fund Organization
20.	ESIC	Employees State Insurance Corporation
21.	ETL	Extract, Transform and Load

22.	ISO	International Organization for Standardization
23.	IVR	Interactive Voice Response
24.	MIS	Management Information System
25.	MPLS	Multiprotocol Label Switching
26.	MSP	Managed Service Provider (Selected through this bid)
27.	MoHFW	Ministry of Health and Family Welfare
28.	MoRD	Ministry of Rural Development
29.	MoLE	Ministry of Labour and Employment
30.	NCS	National Career Services
31.	NSDM	National Skill Development Mission
32.	OLAP	Online analytical processing
33.	OEM	Original Equipment Manufacturer
34.	OPEX	Operational Expenditure
35.	PBG	Performance Bank Guarantee
36.	PFMS	Public Financial Management System
37.	PMSBY	Pradhan Mantri Suraksha Bima Yojana
38.	PMJJBY	Pradhan Mantri Jeevan Jyoti Bima Yojana
39.	PWG	Project Working Group
40.	RCA	Root Cause Analysis
41.	RPO	Recovery Point Objective
42.	RTO	Recovery Time Objective
43.	SDLC	Software Development Lifecycle
44.	SECC	Socio-Economic Caste Census
45.	SLA	Service Level Agreement

46.	SMS	Short Message Service
47.	SOA	Service Oriented Architecture
48.	SOP	Standard Operating Procedure
49.	SRS	System Requirement Specifications
50.	UW	Unorganized Worker
51.	UIDAI	Unique Identification Authority of India
52.	UWSSA	Unorganized Worker Social Security Act, 2008
53.	UWIN	Unorganized Worker Identification Number
54.	WFC	Workers Facilitation Center

1 Introduction

1.1 Introduction to Ministry of Labour

The Ministry of Labour & Employment is one of the oldest and important Ministries of the Government of India. The main responsibility of the Ministry is 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.

Government's attention is also focused on promotion of welfare and providing social security to the labour force both in organized and unorganized sectors, in tandem with the process of liberalization. These objectives are sought to be achieved through enactment and implementation of various labour laws, which regulate the terms and conditions of service and employment of workers. The State Governments also have the prerogative to enact legislations, as labour is a subject in the concurrent list under the Constitution of India. At present, there are 44 labour related statutes enacted by the Central Government dealing with minimum wages, accidental and social security benefits, occupational safety and health, conditions of employment, disciplinary action, formation of trade unions, industrial relations, etc.

In order to ensure welfare of workers in the unorganized sector which, inter alia, include weavers, handloom workers, fishermen and fisherwomen, toddy tappers, leather workers, plantation labour, beedi workers, the '**Unorganized Workers' Social Security Act, 2008**' has been enacted. As per the provisions of the Act, a National Social Security Board has been constituted for recommending formulation of social security schemes viz. Life and disability cover, health and maternity benefits, old age protection and any other benefit as may be determined by the Government for unorganized workers.

1.2 Background

With the enactment of the Unorganized Workers' Social Security Act, 2008, Government of India has created a rights-based legal framework for providing social security benefits to the workers in the unorganized sector that comprise of more than 40 crore individuals and constitutes more than 90% of the total workforce of the country. Under this Act, there is a provision to issue a unique national Unorganized Worker Identification Number making use of the State Administration, in order to improve access to all social security schemes. Ministry of Labour & Employment (MoLE) being the administrative Ministry is mandated to provide technical support and guidelines for the conduct of registration of unorganized workers.

The Unorganized Workers Social Security Act (UWSSA), 2008

a) Definition of Unorganized Workers

The term ‘unorganized worker’ has been defined under the Unorganized Workers Social Security Act (UWSSA), 2008 as a home-based worker, self-employed worker or a wage worker in the unorganized sector and includes a worker in the organized sector who is not covered by any of the Acts mentioned in Schedule-II of the Act.

Thus, the unorganized workers are not limited to those who are working in the unorganized sector but also include workers in the formal sector without any social security cover under the Acts mentioned in Schedule II of the Act, namely:

- The Workmen’s Compensation Act 1923
- The Industrial Disputes Act, 1947
- The Employees State Insurance Act, 1948
- The EPF and Miscellaneous provisions Act, 1952
- The Maternity Benefits Act, 1961
- The Payment of Gratuity Act, 1972

Here the ‘**unorganized sector**’ includes an enterprise engaged in production and sale of good or providing services where less than 10 workers are employed, irrespective of whether or not employer provides equipment, material or other inputs.

‘**Home-based workers**’ include persons engaged in production of goods or providing services outside the premises of employers, for remuneration.

‘**Self-employed workers**’ includes persons not employed by an employer but engages in occupations in unorganized sector subjects (with monthly earning less than that notified by Central or State Government) or holds cultivable land (ceiling notified by State Government).

‘**Wage worker**’ includes persons employed by employers as a home-based worker, temporary or casual worker, migrant worker, workers employed in households including domestic worker, with a monthly wage of amount as may be notified by Central and State Government.

Along with the definition, MoLE has tracked and listed some of the occupations as unorganized. The list is available in Annexure B.

b) Objective of UWIN Platform

As per the Unorganized Workers Social Security Act (UWSSA) 2008, Ministry of Labour and Employment has decided to issue a unique social security number (UWIN) to all the unorganized workers of the country.

At present there is no centralized national database of unorganized workers in India. There is also a need to build a Social Security Delivery Platform to facilitate Social Security Benefits under various schemes for unorganized workers. It is expected that this nationalized database of unorganized workers created can also be used by other ministries to provide benefits under social security schemes to unorganized workers. This national database of unorganized workers shall cover 675 districts in 29 states and 7 UT's.

This Unorganized Workers Identification Number will also be used to deliver various social security schemes to the workers and their families. The following are the objectives to be achieved by MoLE through this initiative:

- **Creation of single unified sanitized database for unorganized workers to act as a platform to enable social security services to be provided to unorganized workers.**
- **Identification of Unorganized Worker after they are duly registered, assigning a unique UWIN (Unorganized Workers Identification Number) to every registered worker.**
- **Include Family details through concept of nuclear and linked family; and associated linkages to facilitate delivery of family based benefits (Going forward)**
- **Going forward, this Platform will assist in identifying and enabling skill development requirement, employer-worker mapping and outcome based policy formulation and decision making**

Given the resource constraints and challenges with respect to last mile delivery of benefits, conceptualizing and harnessing a social security technology ecosystem is an opportunity for India. Globally, social security has emerged as a potential game changer.

Fundamental to achieving the goal of UWIN and overcoming the social security schemes challenges facing India, is adoption and transformation to an all-encompassing unique identification number. Today, the pervasiveness of digital applications across the national ecosystem reflects the advent of digital technology as a major influencer in the subset of social security ecosystem. The scope ranges from unorganized workers registration, beneficiary enablement, digital payments, data driven benefits, enhanced efficiency to evidence-based policy making. A holistic framework to guide this ambitious project and create an integrated ecosystem is necessary.

However, in order to create such a holistic framework, certain foundational tenets must be adhered to. The Unorganized Workers Identification Number (UWIN), would lay the foundation for building up India's Social Security Benefits platform along with a system that facilitates the identification of unorganized labour. In line with India's commitment to its social security goals

and targets, UWIN is envisaged as a comprehensive project to provide benefits to the citizens of the country. UWIN envisages a platform-based solution, adoption of standards, interoperability of social security benefit systems, process standardization, Aadhaar-based beneficiary identification and authentication and provision for security and privacy. These principles form the foundation on which the UWIN solution is built to cater to the identification, registration, and social security challenges.

The UWIN solution, apart from providing a platform for consolidation of existing schemes, would provide the government, both at the state and central level, with a wealth of data that can serve to drive evidence-based policy making. Data analytics can help identify trends, needs and scope for intervention by government. Data analytics can help improve outcomes by supporting data driven, proactive and assistive services based on reports generated. The UWIN solution incorporates features that would serve to create program integrity and reduce instances of fraud and abuse. In addition to generating timely reports of fraud detection, this data could then be used to run predictive data analytics techniques that would further the cause of identification and early detection of fraud.

Thus, as India progressively makes strides towards providing better social security benefits through digital initiatives, UWIN serves to further a crucial tenet of universal coverage.

1.3 Unorganized Workers Identification Number (UWIN)

Benefit Coverage to all Unorganized Workers in the country	<ul style="list-style-type: none"> • Expand social security schemes' benefits to ≈15 Cr families (40 Cr UW) • Unorganized workers covered under various central and state schemes to be brought under UWIN • Extending benefits to unorganized workers in Socio Economic Census Data- 2011 not being covered under any existing welfare schemes 	Width
Centralized national database linked to a Social Security Delivery Platform	<ul style="list-style-type: none"> • Unique National number to facilitate benefit delivery to migrant workers • Providing access to clean, organized, verified and dynamic database to all States/Uts/Ministries/Departments • Facilitate identification of skill sets required by the industry • Better data availability and analytics; Better scheme decisions and outcomes 	Breadth
Better beneficiary profiling and scheme implementation	<ul style="list-style-type: none"> • Facilitate access to multiple social security schemes through a single platform • Linking prospective employers with workers • Mapping skills of individuals and facilitating linking with various skill development initiatives 	Depth

UWIN Key Objectives

MoLE plans to launch a new centrally sponsored Unorganized Worker Identification Number (UWIN) Platform, a new and superior platform to facilitate benefit delivery with respect to

unorganized labour and their respective families. This initiative aims to cover various State/ UT Sponsored schemes/ Protection Schemes and certain centrally sponsored schemes.

The UWIN platform has been envisaged to cover a wide population. Beneficiaries include approximately 15 crore households, which amounts to nearly 40 crore individual beneficiaries. Key objective of UWIN are as follows:

- Creation of Centralized National Database of all unorganized workers in India.
- Provide a unique national unorganized workers identification number (UWIN) for each unorganized worker in the country.
- To ensure access of this database to all the States/UT's/Ministries/Departments.
- Facilitate access to multiple social security schemes to unorganized workers.
- To link potential employers with unorganized workers.
- To facilitate identification of skill sets needed by industry
- To facilitate linking of these workers with various skill development initiatives to bridge the gap between demand and supply.

1.4 Stakeholders

The proposed UWIN Platform is envisioned as a transformational project, aimed to bring about a paradigm shift in the ways social security schemes are executed. The following section details the stakeholders involved in the Programme.

1.4.1 Ministry of Labour and Employment

The Ministry of Labour and Employment (MoLE) is envisaged to play a central role in scheme planning, policy formulation and implementation at the national level. It would spearhead the initiative, while maintaining the national oversight over the activities and outcomes of the initiative. It would serve as the nodal agency at the central level and would be informed of the functioning of the portal through the solution's Management Information System (MIS) that would generate periodic reports.

1.4.2 State Governments

The State governments would be the primary users of the UWIN platform. State governments are responsible for the implementation and operational management of UWIN. Activities ranging from identification, registration, beneficiary management would be undertaken within the jurisdictional ambit of the State government. Further, in the near future states with consistent data

would have the option of identifying additional beneficiaries as well as integrating their existing State Schemes on the UWIN platform.

1.4.3 Beneficiary (Unorganized Workers and their families)

Beneficiaries under UWIN, comprising of approximately 15 crore households and 40 crore unorganized workers. These households primarily comprise of the bottom of the pyramid and thus the proposed scheme is vital to provide them access to Pension Plan, Accidental Insurance, Maternity Benefits, education to their children and so on as per Social Security Schemes for the Unorganized Workers. As envisaged, the beneficiary would be enrolled in the UWIN system, experience a benefit transfer as per the eligibility and enrollment, while also being able to log grievances through a central toll free number provided by MSP. The beneficiary will also be able to continue availing welfare benefits while migrating from one state to the other with the help of the unique national number UWIN.

1.4.4 Workers Facilitation Center and Field Operators

The State Governments have the prerogative to choose which channel/mode is to be used to identify and register unorganized workers. The two options identified and facilitated through UWIN Platform are Door-to-door survey and Workers Facilitation Centers (WFC). Existing last-mile touchpoints such as CSC Village Level Entrepreneurs (VLE), Post Offices, NGO's etc. may be registered as WFCs or the State Government may choose to set up new agencies under the Department of Labour. Door-to-door surveys will be carried out using Field Operators who will help the workers to get registered under the UWIN Platform and also advice the workers on their eligibility regarding the schemes offered by the government. The State Governments may also take the help of individuals from within the unorganized worker community to help spread awareness about benefits of registration to UWIN as well as applicable welfare schemes. These facilitators (e.g. Shramik Mittr, Anganwadi workers, ASHA workers etc) will also assist the unorganized workers to carry out actions such as submitting relevant documentation, Aadhaar enrollment, Aadhaar Virtual ID creation, opening bank accounts and so on. The appointment and incentive to be given to such facilitators shall be the prerogative of the State Governments.

1.5 Goal of this RFP

The Purchaser intends to select a Managed Service Provider (MSP) by following competitive bidding process to design, develop, implement, operate and maintain the UWIN Platform for Ministry of Labour and Employment (MoLE). The scope includes software/solution development and implementation, Solution deployment, implementation and maintenance of the UWIN platform.

2 Format of this RFP

The content of this RFP has been detailed over a set of three volumes as explained below:

1. Volume 1: Functional, Non-Functional and Technical Requirements

Volume 1 of this RFP includes the detailed functional, technical, operational requirements of the intended solution and related annexure(s) along with Service Level Agreement to be signed between purchaser and the Managed Service Provider (MSP).

2. Volume 2: Instruction to Bidders

Volume 2 of this RFP includes details on the technical and commercial criteria and their related forms, formats, guidelines and detailed annexure(s).

3. Volume 3: Legal Terms and Master Service Agreements

Volume 3 of this RFP includes the Draft Master Services Agreement

Note: In this RFP, the term ‘Bidder’ refers to an entity submitting a proposal to Purchaser as a response to this RFP. The term ‘Managed Service Provider’ refers to the successful Bidder who is contracted for implementation of the UWIN Solution/UWIN System/ UWIN Platform (also referred to as ‘the Project’), per terms and conditions specified in the RFP and shall be deemed to include the Service Provider, its agents, successors, representatives, & permitted assigns.

3 As-Is Overview

3.1 Overview

There are several Central as well as State level Schemes for the unorganized workers. Amongst the Central schemes, MoLE is the nodal agency for the Scheme Converged - Aam Aadmi Bima Yojana (AABY), Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) and Pradhan Mantri Suraksha Bima Yojana (PMSBY). Other ministries such as MoRD, MoHFW, and Ministry of Textiles etc are the nodal agencies for the disbursement of some of the other central sector scheme for the benefit of unorganized workers. At present, each of them maintain their own separate beneficiary databases which aren't interacting with each other to look into aspects such as duplication of benefits, omission of eligible beneficiaries, common scheme touchpoints and so on.

With respect to UWIN, the States that are to be brought under the UWIN coverage can be classified under three categories:

1. States with existing portal/database of unorganized workers with the data being captured along the same line as the proposed UWIN platform
2. States with existing portal/database of unorganized workers with the data being captured but not in the format/ stated requirement of the proposed UWIN platform
3. States without any existing portal/database

There are a few states that are front runners in terms of creation of a database of unorganized workers and providing them with their entitled benefits. Andhra Pradesh is one such state that has made tremendous progress in this regard. The state, with the formation of A.P. Social Security Board has introduced an all-encompassing social security scheme utilizing the converged MoLE schemes, that covers 2.2 crore unorganized workers in the state with Aadhaar linked database. This database developed by Andhra Pradesh will be used as the UWIN efficacy indicator database during the Go-Live phase of this project. The incoming MSP will be required to migrate this database into UWIN database as one of the deliverables during the Go-Live phase of UWIN project.

3.2 UWIN Architecture

The UWIN Enterprise (comprised of Business, Application, Data and Infrastructure Architecture) would be made of the following layers.

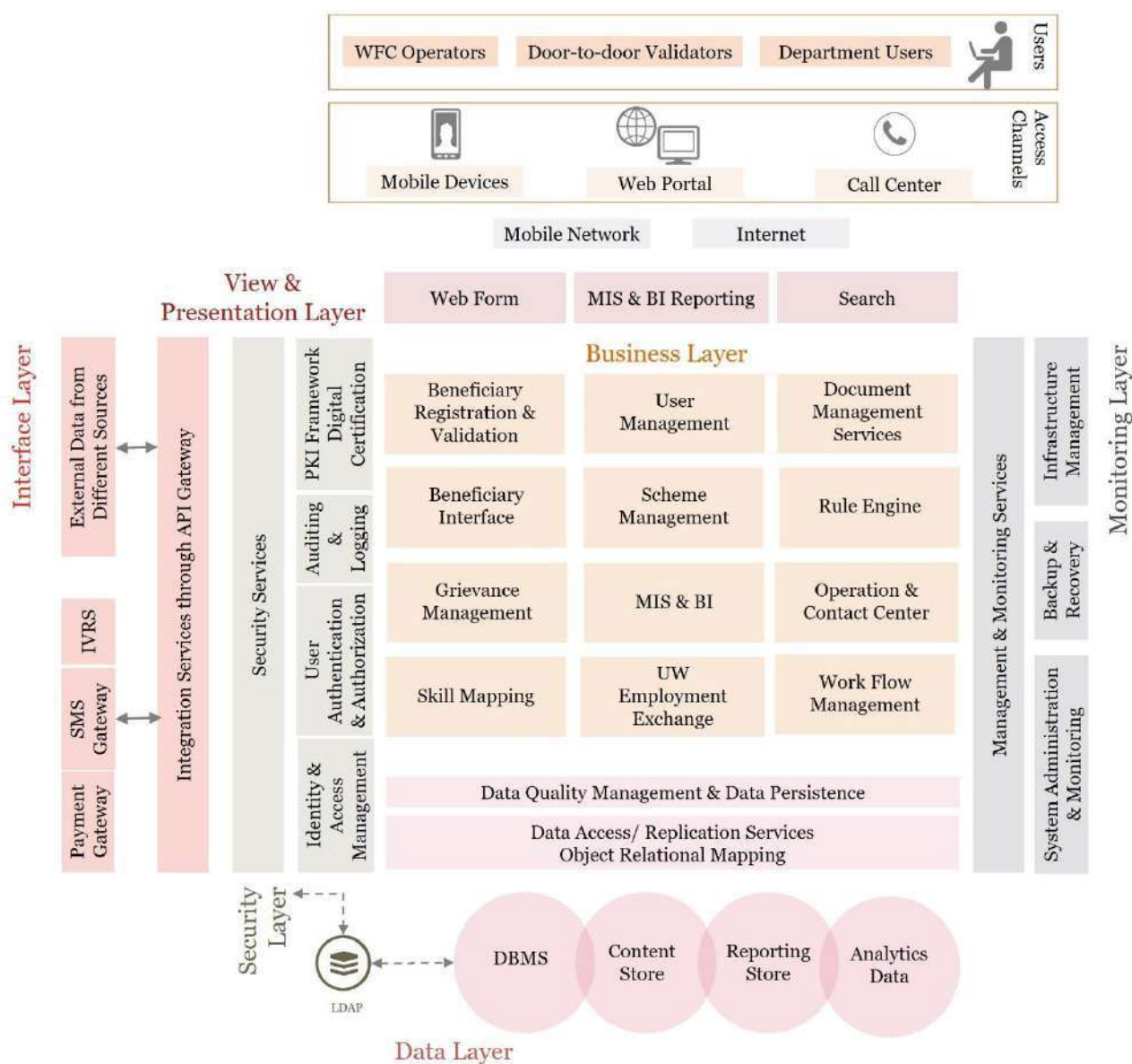


Figure: UWIN Architecture

1. **Users:** The major users of UWIN would be the Beneficiaries, Workers Facilitation Centres/Field Operator, and Government Department users (Both State and Center). During the registration process bank account details of the beneficiaries are also collected in order to facilitate Direct Benefit Transfer of benefits of social security schemes. Beneficiaries would be registered through registration camps organized by district administration, through Workers Facilitation Centres, enabled by a web portal or a mobile app on tablet to capture the data related to citizens or a door to door survey based on the decision taken by the state government.

-
- 2. Communication Channels:** Registered Mobile Numbers would be used to communicate the status of various events e.g. notification of successful UWIN registration to beneficiary. To capture the details of beneficiaries a web portal or a mobile application running on a tablet will be used in areas with connectivity and a mobile application running on a tablet would be used where we have connectivity issues. Where internet connectivity is available, authentication medium such as Aadhaar/Virtual ID, would be utilized using web portal or the mobile app. For areas without/ limited connectivity, data would be stored on tablets/ workstations. This data would be pushed in bulk to the UWIN cloud when the tablets are brought into range of connectivity. It is envisioned to have backend Aadhaar linkage to the UWIN number for the purpose of having an authenticated database. Individuals that have enrolled for Aadhaar but do not have Aadhaar number generated by UIDAI can provisionally enroll themselves with Aadhaar Enrollment ID (EID) and link the Aadhaar with their dataset at a later stage post which they will be assigned a UWIN number. Enrollees from areas that do not have any Aadhaar coverage will be provisionally registered using other government identity documents such as voters ID, driving license etc. with an option of linking Aadhaar at a later stage. These areas, however will have to be identified and approved by the Ministry of Labour in consultation with the respective State Governments from time to time. IVR services can be used by unorganized worker for assistance required in registration process, benefits associated with registration and avenues for registration.
 - 3. Locations:** The UWIN application modules would be accessible from different locations such as work field, Workers Facilitation Centres, offices of Ministry of Labour and state departments accessible to all state users and Ministries.
 - 4. Partners:** Partners would be exposing open API for exchange of data such as authentication information (Aadhaar Information, NPCI, etc). UWIN platform will also be exposing API's to be consumed by different platforms such as NCS, ESIC, NSDM, EPFO, etc.
 - 5. Presentation layer:** The presentation layer would be the frontend for the stakeholders to avail services through the communication channels. As explained the presentation/frontend components would be the mobile application running on the tablet devices and the online web portal at Worker Facilitation Centres, online web portal to show dashboards to government users for monitoring the KPI's.
 - 6. Business Services:** These are abstract services offered to the beneficiaries using IT Applications and IT Application service/Open API layer.
 - 7. Application Layer:** The application layer is made of application services that is used to offer business services. The application services are exposed by the presentation layer on the channels to offer the business services. The key applications exposed as application services/open API's are Beneficiary registration and validation module, BI/MIS Dashboards, User Management and Document Management System Module.

-
8. **Data:** This layer would comprise of databases that contain the data to drive the application and business services. Data would be stored using data management principles and would utilize various technologies such as data partitioning, data security and data availability. These features would be used to ensure data is secure and available to the right people at the right time.
 9. **Infrastructure:** This layer would be made of the operating systems, hypervisors, etc. to form the platform on which the upper layers would run. The infrastructure would be hosted on the cloud platform and will be procured by MoLE separately.

4 Scope of Work

4.1 Introduction

The Scope of Work for the Managed Service Provider (MSP) is to design, develop, implement, operate and maintain the UWIN Platform for Ministry of Labour and Employment (MoLE). The scope includes software/solution development and implementation and maintenance of the UWIN platform. The maintenance phase will be for a period of 1.5 years after Go-Live. Post completion of the 2 (two) year period, the contract can be extended, at discretion of Purchaser, for additional two years on yearly basis or part thereof.

MSP needs to do the appropriate solution design and sizing for the project as per the scope of work and other terms and conditions of the RFP. In case MSP has not considered any component/service which is necessary for the project requirement, the same needs to be brought by the MSP at no additional cost to Purchaser.

For the UWIN Platform, Socio Economic and Caste Census 2011 (SECC) shall be used as base database. SECC-2011 is a study of socio economic status of rural and urban households and allows ranking of households based on predefined parameters. SECC data is compilation of 24 lakhs enumeration blocks where each enumeration block has roughly 125 households. These are the same enumeration blocks that were formed during census. SECC database captures Individual & Household Information ranging from Demographic details, Income, Employment and Ownership Profiles along with family linkages. The UWIN Database will use fields from SECC database (mentioned below) along with additional information provided by the unorganized worker during the registration and validation phase.

Following data fields from SECC will be part of UWIN:

- 1) State Code
- 2) District Code
- 3) Tehsil/Sub District Code
- 4) Name of the person
- 5) Address
- 6) Permanent Address
- 7) Gender
- 8) Date of Birth
- 9) Marital Status
- 10) Name of Father
- 11) Name of Mother
- 12) Occupation / Activity
- 13) Main Source of Income / Earnings from
- 14) Disability

Broadly the Scope of Work for the MSP shall be as follows:

1. Conceptualization of UWIN Platform

- a. Studying Existing As – Is Operations and Defining platform framework
- b. Defining a Road Map to move to single UWIN platform

2. Implementation of UWIN platform

- a. Application design, development, & implementation of envisaged UWIN Platform
- b. Creation of UWIN Database (using SECC Database as base database)
- c. UWIN Platform Software Components
- d. Application Training & Capacity Building
- e. UWIN Contact Center & Technical Helpdesk Set-up

3. Operations and Maintenance of UWIN Platform

- a. UWIN Contact Center & Technical Helpdesk Operations
- b. Operations & Maintenance of the UWIN System for a period of 1.5 years after Go-Live
- c. Support to MoLE post Go-Live of UWIN Platform :
 1. Training and Capacity building of nodal agencies engaged in implementation of pilot phase. Training modules to include components such as:
 - i. Registration of beneficiaries through UWIN platform
 - ii. Uploading Scheme Information and corresponding eligibility criteria by department users
 - iii. Enrollment of Scheme beneficiaries through UWIN Platform
 - iv. Approval of Scheme applications for department user
 - v. Scheme fund disbursement through UWIN platform once the database created is authentic and reliable.
 2. Establishing systems to periodically carry out online sanitation checks for the data being received from various sources.
 3. Grievance redressal support with respect to the UWIN platform
 4. Exit and Transition Management at the contract term expiry

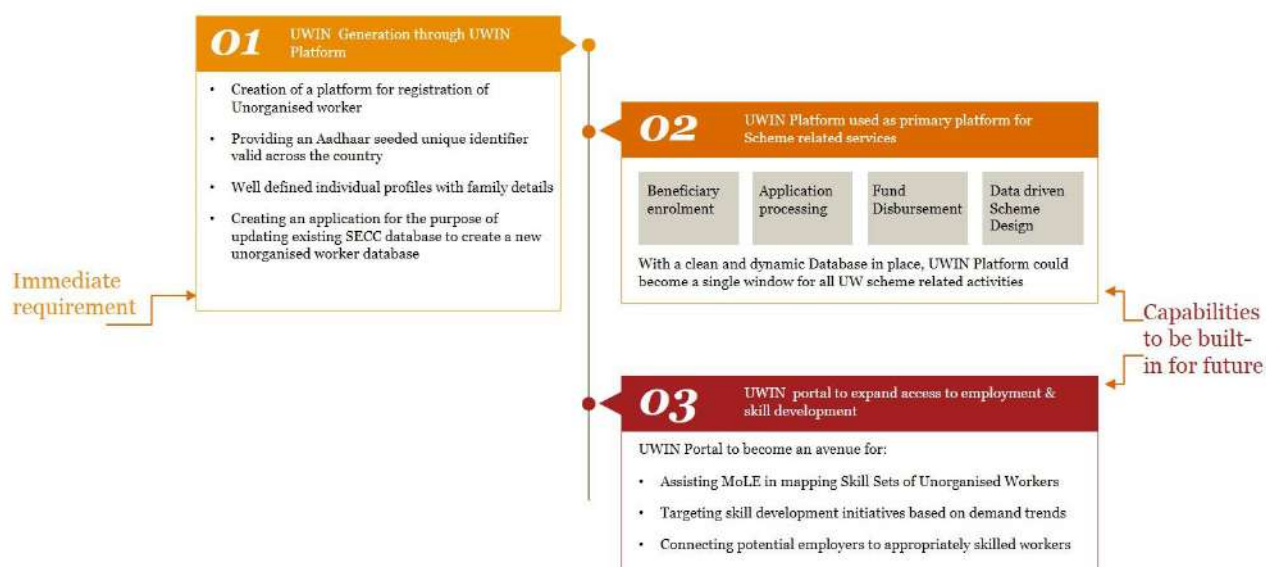
4. Project Management & Governance

The implementation phase for new UWIN platform shall be for a period of 6 months and the Operation & Maintenance phase shall be for a period of 1.5 years after Go-Live of the system. Post

completion of the 1.5 year O&M period, the contract may be extended, at discretion of Purchaser, for additional two (02) years.

4.2 Overview of UWIN Platform

The MSP for UWIN shall be required to manage various activities during the tenure of the contract and primarily these can be classified under 3 (three) phases for UWIN platform creation and scaling.



Immediate Requirement: Creation of UWIN Platform

In **Phase I**, UWIN platform shall have the capability to register a Unorganized worker, capture individual level and family details and generate a unique number UWIN. This shall lead to the creation of a national database of unorganized workers that has been Aadhaar seeded to avoid duplication. Phase I deliverables will primarily involve design and development of UWIN Portal and Application, Helpdesk setup and operations, support and maintenance of the UWIN Platform for Ministry of Labour and Employment (MoLE).

Capabilities to be built-in for the future:

Integration with other Databases

The **Phase II** of the project entails using the platform as an avenue for Scheme related services such as beneficiary enrollment, application processing, fund disbursement and policy level planning activities using the UWIN database created in Phase I. This phase shall also involve activities such as integration of UWIN databases with several other databases such as Scheme Databases, State Databases and so on.

Integration with NCS and other portals

Phase III of the project takes the Database integration one step further to integrate it with portals such as National Career Service Portal or Skill Development initiatives in order to facilitate skill mapping and targeted skill development initiatives. It shall also provide the opportunity to get inputs from the employers regarding skills in demand or information about employment opportunities.

Note:

While the preliminary focus of the project shall be on Phase I described above, MSP shall ensure that the proposed solution takes into account Phase II and Phase III of the UWIN Platform. The proposed solution shall be evaluated on the basis of how well the integration of these different phases has been conceptualized.

The purpose of this section is to provide the broad framework within which the MSP would be required to operate, define the MSP's scope of work and the roles & responsibilities of different stakeholders during various phases. The purpose of the phasing is to enable MSP understand existing systems and process which involve various stakeholders.

4.2.1 Defining UWIN Platform

The objective of this section is to outline various framework in place that shall have to be studied in detail by the MSP to define a roadmap for effective design and implementation of the UWIN platform.

The existing frameworks that shall be studied in detail include:

1. As- Is study of existing systems at central and state level with respect to Unorganized Workers
2. SECC Database as base database used for creation of UWIN Database
3. System Capabilities to integrate other platforms/databases with UWIN platform (such as State portals, NCS, NSDM, EPFO, etc.)

These frameworks have been detailed out below.

4.2.1.1 Studying Existing Operations

4.2.1.1.1 As - Is study of existing systems at central and state level

Under the guidance of MoLE, MSP shall study and document the current operations of MoLE, its various departments at central, state and district level that are instrumental in providing benefits to unorganized workers. This As-Is study shall help form the basis for the To-Be architecture of UWIN that has to be designed by MSP. This study of current operations shall include processes such as:

1. **Registration of Unorganized Workers:** The “Unorganized Workers Social Security Act (UWSSA), 2008” provides for the definition of unorganized worker, including those relating to unorganized worker, self-employed and wage worker. It also provides eligibility criteria for registration as well as the procedure for registration under the Act. In this context State Governments are mandated to register unorganized workers with the help of District administration. Under the guidance of MoLE, MSP should study existing states with mature systems in place and compile a list of best practices. MSP shall also help define criteria which can help classify state systems in to two categories :

1. States that can retain their existing platforms and be linked to the new UWIN platform. Registration in these states shall be carried out through both state portal as well as UWIN portal. All profiles created through state portals shall also have a unique UWIN number and become a part of the UWIN Database. As part of Go Live stage, the MSP will need to migrate the data of PMJJBY scheme in Andhra Pradesh to the centralized database using UWIN application.
2. States that can adopt the UWIN platform as their only avenue for registration of unorganized workers. They may also need to undertake the activity of digitizing and bringing their legacy/non-digitized data onto UWIN. As part of Go Live Stage, the MSP will need to populate the UWIN database with enrolments carried out afresh in a (i) semi urban, and (ii) rural area with a sample size of 20,000 enrolments each.

2. **Welfare Schemes for Unorganized Workers:** The UWSSA, 2008 mandates the Central Government to provide three basic social security benefits i.e. (i) life and disability cover, (ii) health and maternity benefits, and (iii) old age protection and also directs State Governments to provide benefits of welfare schemes other than these three. The Act provides for formulation of schemes relating to provident fund, employment injury benefits, housing, educational schemes for children, skill up gradation, funeral assistance and old age homes by the State Governments.

Currently there are several central sector schemes that are being availed by Unorganized Workers. Under the guidance of MoLE, MSP should study the process flows with respect to these schemes (specified in section 3 which in future will be revised post discussions with MoLE) and formulate UWIN platform functionalities such that it becomes a unified platform for service delivery for these schemes.

By the Go-Live stage, the UWIN platform is expected to have functional modules in place with respect to the schemes specified by the purchaser along with the capability to onboard additional central & state schemes. This section of the platform is meant to create a single source for details such as eligibility criteria and entitlements for UW welfare schemes.

The processes with regard to the following 2 types of states are to be built and tested in the pilot phase. The two types of processes shall be:

- Integration of existing unorganized worker database with fields along the same lines of proposed UWIN database and that shall continue to use its existing structure
 - Onboarding systems without any existing database to start using the UWIN platform/data-structure to capture information
3. **Welfare Funds for Unorganized Workers:** Based on the provisions of the UWSSA, 2008, the MoLE is also operating Welfare Funds for some specific categories of workers in the unorganized sector like beedi workers, cine workers and certain non-coalmine workers. These funds are utilized to provide various kinds of welfare activities to workers in terms of health care, housing, education assistance for children, and so on. MSP is to study various roles and fund flows with respect to these schemes as well as the abovementioned Welfare Funds in order to bring them onto the UWIN Platform.
4. **Existing central and state level databases related to unorganized worker:** With the registration and welfare schemes for unorganized workers currently in place, there are existing beneficiary databases with central and state governments. The MSP should carry out an analysis of these databases to identify an overall framework for UWIN that will subsume all these individual state and scheme databases. MSP should also look at proposing a To-BE architecture, where Welfare Schemes for Unorganized workers can be designed using the UWIN platform and Database in the future.

For states that shall continue to use their own platforms, each unorganized worker profile would have to be mapped to a unique number within UWIN portal. This linking of profiles to UWIN for workers registered on state portals shall be carried out for all unorganized workers on state portals- existing as well as new registrations. In case of migrant workers, the new profile created using Aadhaar would be mapped to the same UWIN as was assigned by the state from which s/he has migrated from.

4.2.1.1.2 SECC Database as Base Database for UWIN Database

1. **Studying the SECC Database:** The MSP under the guidance of MoLE shall take up Socio Economic Caste Census -2011, collected by MoRD as the base resource over which layers of UWIN database and platform are to be built. Selected fields from the SECC database will be used as base and additional fields as decided by MoLE will be added to the base and will be captured at the time of worker registration.
2. **Aadhaar Seeding of SECC Database:** In this phase, MSP is expected to design processes by the means of which authentication of unorganized worker is performed using Aadhaar information. Post successful completion of the authentication process of the unorganized worker additional fields can be captured to complete the registration process. MoLE shall get on boarded as Sub-AUA (Authentication User Agency) and facilitate Aadhaar seeding and one

time authentication of the enrollee worker. With respect to Aadhaar Virtual ID and UID Tokenization, MoLE shall be classified as “AUA”

3. **Updating SECC Database and creation of UWIN Database** In the process of registration of Unorganized Workers through e-KYC onto UWIN platform, additional information shall also be captured that will validate the SECC information, update it if required and also create a clean, organized and verified database (**UWIN Database**) . At every instance of registration for a welfare scheme, information is collected/validated with respect to the eligibility criteria of the scheme which will be provided by the authorities either state or central government. UWIN thus becomes a dynamic verified database that can act as a single source of truth with respect to unorganized workers. MSP shall be required to define various stages process through which current SECC Database shall be converted to a dynamic UWIN Database.

It is proposed that the methodology to carry out this updation exercise shall be state’s prerogative. They may either choose to conduct door-to-door surveys using enumeration agencies or carry out extensive IEC campaigns and carry out registration camps to invite Unorganized Workers to come forward and register on their own. The UWIN platform is expected to support both these activities. The MSP shall define process flow and functionalities of UWIN platform for both these options.

4. **Defining Nuclear Families in seeded SECC Database:**

An important feature of the proposed UWIN Data structure is “Nuclear Family Unit” as the focal point for social security benefits. UWIN Platform is expected to create smaller linked nuclear families from what had been captured in 2011 SECC database in order to create a network of associated families covered under various welfare schemes. The MSP shall also be expected to provide design process to help facilitate this deconstruction process.

The MSP after acquiring adequate understanding of SECC database and the various usages of the UWIN Database shall propose the most appropriate Database architecture and shall also identify the best way forward in terms of:

- Online and offline registration and data upload mechanisms
- Fully Centrally Hosted Database
- Aadhaar seeding- Demographic authentication

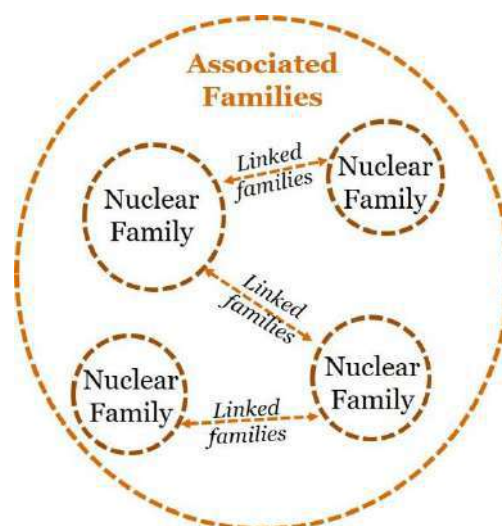


Figure: Family linkages within UWIN Database

During the updation process, the base SECC data may undergo many changes such as addition/removal of members from a family unit, correction in spellings to match Aadhaar, change of address and so on. Additional details may further be collected during the time of scheme enrollment/benefit delivery based on eligibility criterion and documentation requirements. As the Unorganized worker continues adding individual and family level details, it may be possible to match these details with eligibility criteria of various UW welfare schemes and create a more intelligent and intuitive system to identify target beneficiaries. The UWIN database thus created would not only help in capturing unorganized worker details for operational scheme implementation activities but also provide a central resource for policy makers for new scheme formulation, data based budgeting, impact assessment of various existing schemes and build a foundation for proactive governance.

5. Targets for registration:

For the entire population of 15 Crore Unorganized Worker Families (which cover approximately 40 Crore individual UWs), a period of 2 years has been envisaged. From the date of commencement of the project, in Year 1 (including period of UWIN Platform build), a total 5 Crore households have to be registered through UWIN portal with each individual Unorganized Worker in the family receiving a unique Unorganized Worker Identification Number. In Year 2, a total of 10 Crore households have been targeted for registration, after which the database shall be continually updated. State Governments shall be responsible for driving the registration process and MSP will support/ facilitate the state governments with appropriate training, timely grievance resolution etc.

4.2.1.1.3 Integration of UWIN with other platforms

The UWIN Database being created in order to become a power tool in for good governance would need to be integrated with other databases for a variety of functions. For example, for authentication of identity it shall interact with UIDAI database and to pass on benefits of schemes through Direct Benefit Transfer it shall interact with the Public Finance Management System (PFMS). Since Existing state portals may also continue to be an avenue for registration of Unorganized Workers, there may be instances where sharing of data from State portals to UWIN portal and vice versa may take place. EPFO, ESIC, Scheme Databases may also be utilized along with UWIN Database for targeted beneficiary identification and deduplication of benefits delivered by different states/ ministries/ departments. MSP should keep these as well as several other use-cases in mind while developing the UWIN system and also define the approach that shall be followed for integration of UWIN with other platforms.



Government of India to meet the demand of employers and to drive economic growth has undertaken many initiatives with a focus on scaling up skill training efforts and providing avenues for employment such as National Skill Development Mission (NSDM), National Career Service (NCS) Portal and so on. In the future the UWIN database and the associated profiles may also be used by MoLE for mapping skill sets of Unorganized Workers for training need assessment and targeting skill development initiatives for Unorganized Workers based on demand trends. This would require provisions of integration of existing platforms such as NCS also with UWIN platform.

1. **NCS:** With an updated UWIN Platform, a database of unorganized workers with their skills mapped to individual profiles will be available. Linking it to existing portals such as National Career Service Portal helps connect these workers to potential employers and increases their access to employment opportunities. MSP are also to keep these integrations in mind in order to design functional modules that facilitate connecting to other platforms.
2. **NSDM:** Linking with databases such as that of the National Skill Development Mission, it would be possible to assess the skill requirement of the industry and identify the gap that may be present in terms of demand and supply of skilled workers. UWIN platform could facilitate the reduction in this gap by providing avenues for Unorganized Workers to participate in trainings by National Skill Development Mission.

4.2.1.2 Defining Road Map to move from various state and central systems to a single UWIN platform

The MSP shall be required to prepare a road map which should comprise of all the detailed activities with timelines involved in moving to a single UWIN Platform. This shall include providing functionalities within UWIN to carry out the 3 main tasks:

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1. Registration of workers and generating a Unique UWIN ID
 2. Providing access of welfare schemes to registered worker through UWIN platform
 3. Connecting potential employers to unorganized workers based on their skills and availability
(Provision of functionality)

Also MSP teams are to be regularly involved in identifying opportunities and executing incremental steps aimed at improving performance, while reducing deduplication of benefits and improved reliability of available data.

4.3 Implementation of UWIN Platform

4.3.1 Application Design, Development and Implementation

This section comprises of requirement gathering, analysis, design, development, testing and roll out of the UWIN Platform and all the components as defined in **Annexure A: Functional Specifications**

The application shall be developed at MSP’s premises. However, the identified key personnel need to be present at Purchaser’s office whenever desired by the purchaser.

Before the actual development work starts, the MSP has to design the integrated solution architecture. The MSP must ensure that all the functionalities envisioned for a centralized national UWIN platform are taken into account.

The following table contains the list of business functionality, software components, integration partners and other details.

Business Functionality, Components and other details

Type	Details
Business Functionality/Modules	Beneficiary Registration & Validation User Management Scheme Management Beneficiary Interface Grievance Management BI & MIS Skill Mapping UW Employment Exchange
Software Components	Data Analytics & Business Intelligence CRM Identity & Access Management Enterprise Middleware/API Gateway Document Management System Database Management System
Partner Integration	UIDAI Aadhaar

	NPCI MoRDSECC Mobile Service providers connected to SMS Gateway Worker Facilitation Centers Enumeration Agencies PFMS
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1. MSP's scope of work shall include implementation of a platform that would include all customizations and configurations to handle end-to-end workflow of all business functions as listed in the RFP. Addition of any new functionality that would require customization would be part of MSP's scope under O&M category.
2. While doing application development and maintenance the MSP is required to follow and comply with the processes as per CMMi Level 5 standards.
3. MSP has to also develop mobile version (Lite version) of the UWIN Portal with specific functionalities which can be accessed using smart phones/tablets.
4. MSP shall integrate with all partners/stakeholders/third party systems with UWIN system as defined above.
5. Considering the application/portal may be deployed across the country, MSP has to ensure the robustness of the system to handle minimum **40,000 concurrent users**.
6. Module for user management needs to be developed as defined in Annexure A: Functional Specification.
7. Purchaser will be the owner of the application software developed for this project including source code, all related documentation created for the project.
8. MSP shall setup an independent development and testing environment exclusively for development of UWIN platform. MSP shall also maintain the version control of UWIN platform applications. Staging environment to be co-hosted in the cloud platform provided by MoLE.

Application development and implementation for the UWIN System needs to follow the below lifecycle:

4.3.1.1 Requirements Gathering

The MSP must perform a detailed assessment of the business and IT solution requirements as mentioned in this RFP. Additionally, the MSP is required to carry out an exhaustive requirements gathering exercise with the purchaser team and conduct detailed assessment for understanding the requirements. While doing so, the MSP is expected to do at least the following:

1. Translate all the requirements into detailed Functional Requirement Specification (FRS) & Software Requirements Specification (SRS) Documents
2. MSP shall translate all the requirements as captured in the FRS document into SRS.
3. In case of any change in indicative business process and software requirement, MSP will provide the modified business processes to the Purchaser. MSP shall study and revalidate the same with Purchasers at the time of construction and submit as an exhaustive FRS document.
4. Develop and follow standardized templates for capturing requirements and system documentation.
5. Maintain a traceability matrix from FRS stage onwards for the entire implementation.
6. Obtain the required sign-offs from user groups formed by the Purchaser.
7. Ensure presence at the Purchaser's office with the requisite team members for all discussions with the stakeholders.

While functional specifications of the envisaged system are attached in Annexure-A, some of the processes and forms may undergo changes at the time of implementation. The MSP need to consider this fact while submitting its proposal. No extra cost shall be paid for such changes till the FRS approval stage of each phase. All major changes post this for each phase shall be handled through change control process.

The Service provider shall as a starting point gather the requirements from the following in the RFP:

1. Functional Statement of Needs (Annexure-A)
2. Key UWIN Components
3. Other details mentioned in various clauses of the RFP including annexures and volumes

4.3.1.2 Design

MSP shall design the solution and provide detailed architecture and design document (including but not limited to high level design and low level design) of the UWIN Platform.

4.3.1.3 API Management and Usage

1. Data exchange between the UWIN platform and other Internal/External Systems will be carried out through APIs. The MSP, in consultation with the Purchaser, will also be required to set up a process for issuance of standards for the UWIN Platform APIs as well as for other systems API's
2. The MSP needs to set up, operationalize and maintain system for development, maintenance and deployment of APIs.

3. All Systems integrating with UWIN needs to setup Open API's in RESTful services/JSON format only. In case any of the integrating systems have the required Functionality, MSP would need to create an adapter to convert to JSON format.
4. The MSP shall be entirely responsible for proposing the solution which satisfies all features, functions and performance requirements as described in this RFP and relevant documents. The MSP shall be responsible for design, development, and implementation of the proposed solution and shall ensure that the proposed system/ application/ product, are current to not lower than at N-1 level (where N is the current latest commercially available release) at the cost of the MSP for entire life of the project. The cloud infrastructure procurement shall however be the responsibility of the Ministry of Labour.

4.3.1.4 Development

The MSP shall consider the scope of work, develop and implement a solution that meets the UWIN Platform's requirements. Considering the scope set in this RFP, the MSP shall carefully consider the solution it proposes and explicitly mention the same in the technical proposal. In the technical proposal, the MSP needs to elaborate on the proposed approach for software development.

The development of the application software will follow the procedure mentioned below:

1. The MSP shall identify, design and develop components/functionalities that are required to address the UWIN requirements mentioned in this RFP.
2. The application software developed by the MSP has to be user friendly so that users can access it without having extensive training.
3. The lifecycle for each phase should be independent, i.e. different teams should work in parallel to complete the track activities per the given timelines.
4. The MSP shall procure, design configure, implement and integrate the software products with UWIN platform.
5. MSP will be responsible for supplying the application and licenses of related software products, installing and integrating the same so as to meet UWIN Platform requirements.
6. The MSP shall perform periodic audits to measure license compliance against the number of valid End User software licenses consistent with the terms and conditions of license agreements, volume purchase agreements, and other mutually agreed upon licensed software terms and conditions. The MSP shall report any exceptions to license terms and conditions at the right time to Purchaser. However, the responsibility of license compliance solely lies with the MSP. Any financial penalty imposed on Purchaser during the contract period due to license non-compliance shall be borne by MSP. Purchaser will form a user group which will consist of technical resources who will overlook some of the major activities performed by MSP.

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7. MSP shall also supply any other tools & accessories required to make the integrated solution complete as per requirements.
 8. In line with policy of Government of India, issued by Ministry of Electronics and Information Technology dated 27th March, 2015, on adoption of open source software (OSS), Purchaser prefers OSS in comparison to closed source software (CSS). In line with the said policy requirements if the bidder is not considering OSS, it needs to include justification for inclusion of CSS as part of the technical proposal. With respect to OSS support, MSP should propose Enterprise Editions only and not Community Editions.
 9. The MSP shall supply the following documents in hard and soft copy to the purchaser in standard industry tool (licenses of which shall be in the name of the Purchaser) along with the developed components:
 - a. Business process guides;
 - b. Program flow descriptions;
 - c. Data model descriptions;
 - d. Sample reports;
 - e. Screen formats;
 - f. Frequently asked question (FAQ) guides;
 - g. User manual
 - h. Software & Technical manual
 - i. Compilation environment
 - j. Installation guides
 - k. Toolkit guides and troubleshooting guides
 - l. Quality assurance procedures
 - m. Change management histories
 - n. Version control data
 - o. SOPs, procedures, policies, processes, etc. developed for Purchaser
 - p. Programs :
 - i. Entire source codes
 - ii. All programs must have explanatory notes for understanding
 - iii. Version control mechanism
 - iv. All old versions to be maintained

q. Any other documentation required for usage of implemented solution

10. MSP shall also update the above documentation periodically as agreed with the Purchaser.

4.3.1.5 Testing

The MSP shall provide the testing strategy including the traceability matrix and relevant test cases and shall also conduct the testing of various components of the software developed/customized along with the solution as a whole. The testing should be comprehensive and should be carried out at each stage of development as well as implementation.

The MSP shall demonstrate the testing criteria outlined in the table below prior to Go-Live as well as during project operations phase. In case required, parameters might be revised by the Purchaser in mutual agreement with the MSP and the revised parameters shall be considered as the acceptance criteria. A comprehensive system should be set up that would have the capability to log & track the testing results, upload & maintain the test cases and log & track issues/bugs identified.

The table below depicts the details for the various kinds of testing activities required for each phase of the project:

Testing Details

Type of Testing	Responsibility	Scope of Work
System Testing	<ul style="list-style-type: none"> • MSP 	<ol style="list-style-type: none"> 1. The MSP shall prepare a test plan as well as test cases and maintain it. The Purchaser may request the MSP to share the test cases and results when required. 2. The testing should be performed through manual as well as automated methods 3. Automation testing tools will need to be provided by the MSP 4. Comprehensive System testing would be performed for each phase of the application development.
Integration Testing	<ul style="list-style-type: none"> • MSP 	<ol style="list-style-type: none"> 1. The MSP shall prepare and share with the Purchaser the Integration test plans and test cases 2. The MSP shall perform Integration testing as per the approved plan 3. Integration testing will need to be performed through manual as well as automated methods

		<ol style="list-style-type: none"> 4. Automation testing tools will have to be provided by the MSP 5. Integration testing would include all data exchanged between various stakeholders/systems 6. Integration testing would be performed for each phase of the application development.
Performance and load Testing	<ul style="list-style-type: none"> • MSP • The Purchaser/Third Party Auditor (to monitor the performance testing) 	<ol style="list-style-type: none"> 1. The MSP will need to conduct performance and load testing in production setup. 2. Various performance parameters such as transaction response time, throughput, hits per second and transactions per second etc. should be taken into account. 3. Load and stress testing of the UWIN platform will need to be performed based on volumes and sizing by the Purchaser. 4. The performance and load testing tools shall be provided by the MSP. 5. Test cases and test results to be shared with the Purchaser. 6. The Purchaser if required, could involve third party auditors to monitor/validate the performance testing. Professional fee for such auditors shall be paid by the Purchaser. 7. Performance testing to be carried out in the exact same architecture that would be set up for production 8. MSP is required to conduct performance tuning based on the performance testing outcome. <p>Note:</p> <p>Before Go-Live of the project, the MSP needs to complete load testing in the production environment in order to showcase the capability of the system to handle the volumes that are provided by Purchaser. In case the system fails to handle the expected load, the MSP will have to take corrective action (e.g. tuning of application/middleware, etc.) at no additional cost to the</p>

		<p>Purchaser and inform MoLE in case Infrastructure Ramp Up if required.</p> <p>This exercise would continue on a yearly basis from Go-Live. The MSP shall conduct predictive analysis to determine the volumes for next two years. MSP shall assure the Purchaser that the system is capable of handling the enhanced volumes. This load testing will not be allowed to be carried out in the production environment and the MSP needs to bear the costs involved. The Purchaser/Purchaser appointed agency will validate the test results.</p>
<p>Security Testing (including Penetration and Vulnerability testing)</p>	<ul style="list-style-type: none"> • The MSP • The Purchaser/Third Party Auditor (to monitor the security testing) 	<ol style="list-style-type: none"> 1. The solution should demonstrate compliance with security requirements as mentioned in the RFP including but not limited to security controls in the application, network layer, cloud environment, and security monitoring systems deployed by the MSP. 2. The solution shall pass vulnerability and penetration testing for rollout of each phase. The solution should pass web application security testing for the portal and security configuration review of the baseline infrastructure. 3. The MSP should carry out security and vulnerability testing on the developed solution. 4. Security testing will need to be carried out in the exact same environment/architecture as the one set up for production. 5. Security test reports and test cases should be shared with Purchaser 6. Testing tools if required, will have to be provided by the MSP. 7. During the O&M phase, vulnerability assessment and penetration testing will need to be conducted on a yearly basis. <p>The Purchaser may also involve third party auditors to perform the audit/review/monitoring of the security testing carried out by the MSP.</p>

User Acceptance Testing of Purchaser System	<ul style="list-style-type: none"> • The Purchaser or Purchaser appointed third party auditor 	<ol style="list-style-type: none"> 1. The Purchaser/Purchaser appointed third party auditor will perform User Acceptance Testing after each phase of application development and implementation. 2. The MSP will need to prepare the User Acceptance Testing test cases and share with the Purchaser. 3. UAT will have to be carried out in the exact same environment/architecture as the one set up for Production. 4. The MSP should fix bugs and issues raised during UAT and seek approval on the fixes from the Purchaser/Purchaser appointed third party auditors before production deployment 5. Changes in the application as an outcome of UAT shall not be considered as a Change Request. The MSP will need to rectify the observations raised. 6. MSP shall share UAT test data and results with the Purchaser.
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Note:

1. The MSP needs to provide the details of the testing strategy and approach including details of intended tools/environment to be used by the MSP for testing in its technical proposal.
2. The MSP must ensure deployment of necessary resources and tools during the testing phases. The MSP shall perform the testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing. It is the responsibility of the MSP to ensure that the end product delivered by the MSP meets all the requirements specified in the RFP. The MSP shall take remedial action based on outcome of the tests.
3. MSP shall share the test data and test results for each
4. All the Third Party Auditors (TPA) will be appointed and paid by the Purchaser directly. All tools/environment required for testing shall be provided by the MSP. The MSP needs to prepare and provide all requisite information/documents to third party auditor and ensure that there is no delay in overall schedule.
5. Post Go-Live, the Production environment should not be used for testing and training purpose. If any Production data is used for testing, it should be masked and it should be protected.

Detailed process in this regard including security requirement should be provided by the MSP in its technical proposal. The process will be finalized with the MSP and the Purchaser.

6. The cost of rectification of non-compliances shall be borne by the MSP.

4.3.1.6 Release Management

Release management procedure shall be defined in conjunction with the Purchaser to ensure smooth transition of the application changes from release environment to production environment.

As part of the release management the MSP shall perform the following activities:

1. MSP shall in consultation with the purchaser's group prepare a detailed release plan for every release. This plan shall include the release number and date of release. It shall also contain details about the change request to be released. This plan shall also detail the performance and regression testing details, if any, of the release.
2. The enhancements/new developments are released as and when ready for release. New releases or enhancements would be implemented in production as per the release management procedure only.
3. MSP shall group the related Change Requests (CRs)/ Major Change Requests (MCRs), assess their development progress and accordingly prepare a schedule for their release.
4. In addition to the planned releases, there could be emergency patches, leading to show-stopper situation, depending on the nature of the bugs/changes. The MSP shall support the Purchaser in ensuring seamless release of such emergency patches.
5. The MSP shall ensure closure of defects identified during the UAT /Testing stage.
6. The MSP shall submit Release Note and Deployment Manuals for every major release.

4.3.1.7 Go-Live Preparedness & Go-Live

1. MSP shall prepare and agree with Purchaser, the detailed plan for Go-Live (in-line with implementation plan as mentioned in RFP).
2. The MSP shall define and agree with Purchaser, the criteria for Go-Live and the timelines for the same.
3. MSP shall submit signed-off UAT report (issue closure report) ensuring all issues raised during UAT are being resolved prior to Go-Live.
4. MSP shall ensure that Go –Live criteria as mentioned in User acceptance testing of UWIN Platform is met and MSP needs to take approval from Purchaser team on the same.
5. Go-live of the application shall be done as per the finalized and agreed upon Go-Live plan.

4.3.1.8 Go Live Pilot phase

With respect to Go Live Pilot phase, the application shall be used to onboard Converged PMJJBY Scheme using Aadhaar seeded Unorganized Worker Database already in place in the state of

Andhra Pradesh AP). The AP UW Database has also used SECC as base database and carried out door-to-door enumeration for validation and updation of the data available. This database shall be used to test how UWIN database can be linked to state databases where a mature system is already in place and the state may continue to use their own portal. A unique UW Identification Number shall be linked to each of the UW profile existing in the state portal.

During the pilot phase the portal shall also be used to onboard sample database size of 20,000 enrolments in (i) semi urban, and (ii) rural areas (10,000 each) each which does not have an existing portal and would have to completely shift from offline mode of registration and data management to the UWIN portal or move from a rudimentary online system to UWIN.

MSP is expected to onboard both these types of states and carry out training/capacity building exercises for the state representatives.

4.3.2 Deployment of UWIN Software Components

4.3.2.1 Data Analytics & Business Intelligence Solution

The MSP's Scope of work includes procuring, commissioning, configuration, implementation, integration, deployment, and maintenance of an enterprise level Data Analytics & Business Intelligence Solution. The Data Analytics and Business Intelligence Solution will however need to be made operational upon adequate data size being available in UWIN database. Tentatively, this shall commence approximately 6 months from the Go-Live date or once a minimum number of states as decided by the Purchaser have been on-boarded onto the system and have shared data of 3 months.

1. The vast amount of data shall be generated in UWIN Platform including welfare fund usage, scheme information, and demographic information. Over a period of time, this data will be accumulated to provide a wealth of information for useful analysis to bring out interesting patterns and exceptions. It is desirable to make use of an appropriate business intelligence system to analyze and correlate the data and generate reports in various forms, which would provide necessary inputs and help in analyzing unorganized worker data and tracking migration patterns to improve beneficiary identification, scheme implementation and benefit delivery.
2. Fraud and abuse in the unorganized workers welfare schemes may occur in many different ways, including and not limited to - identity theft, billing for unnecessary services, duplicate submission of a claim for the same scheme etc. This solution shall also be used for detecting and identifying patterns of fraudulent and suspicious behavior not otherwise easily detected.
3. MSP shall implement a robust Data Analytics & Business Intelligence (BI) system which would include the following.
 - a. Data extraction, transformation & loading
 - b. Data-warehousing and Advanced analytics
4. Following are the features that are expected to be implemented by MSP as part of this system:
 - a. Building the data warehouse landscape and BI reporting based on data captured
 - b. Analytics (predictive modelling based on structured and unstructured data)
 - c. Reporting system with visualization, dynamic/ad-hoc reporting, slicing and dicing capabilities.
5. The MSP shall carry out a detailed requirement gathering exercise upon award of the contract to review the data analytics requirements.

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6. The MSP shall produce a detailed functional specifications and design specifications, including detailing the data analytics solution to be developed, system architecture design, design principles/considerations, etc.
 7. The MSP shall also perform the following:
 - a. Propose, design and implement an integrated Data Analytics & Business Intelligence solution
 - b. Quality assurance test for Data Analytics & Business Intelligence solution
 - c. Provide documentation for Data Analytics & Business Intelligence solution
 - d. Perform integration with internal & external systems' data sources for Data Analytics & Business Intelligence solution
 - e. The solution must have self-service client services such as system and data status dashboards, electronic data dictionaries, and manual data upload.
 8. Purchaser shall prescribe reports to be developed which will be identified at requirements stage or during operations phase.
 9. The solution should allow Purchaser to customise notification of certain indicator that Purchaser is interested in to trigger activities/actions. The solution should have a user interface to extract data based on the data required for self-analytics and report generation. The solution should also allow for ad-hoc queries for quick access to real time information and allow users to put in parameter to view the data from different perspectives
 10. The solution shall allow States to extract and download data for their specific States on the need basis in a specific format to perform analysis on their own system.
 11. MSP has to prepare detail requirements around reports and also study UWIN KPIs to define required reports, analytics capability to meet the Purchaser's business needs.
 12. A scheduled (weekly, fortnightly, monthly, quarterly, yearly) reports needs to be extracted based on the agreed format and quantum and submitted to the Purchaser.
 13. MSP shall impart training to the stakeholders as defined in the training section.
 14. The license of the proposed product should be an enterprise level on perpetual basis in name of Purchaser.

4.3.2.2 Document Management System

The MSP's Scope of work includes procuring, designing, implementation, integration and maintenance of an enterprise level Document Management System (DMS). The license of the proposed product should be an enterprise level on perpetual basis in name of Purchaser.

Key capabilities required from a DMS are:

1. Usability & Storage

- Add files from external sources
- Includes an automatic or easy way to back up and restore data. Save files to a cloud server that can be accessed at any time, or allows to download them onto an external hard drive, flash drive or CD.
- Scan and import existing/submitted paper documents (400 dpi)
- Upload and store files on cloud servers that can be accessed from any web-enabled device. Not only does it back up files to a secure location, but it also gives a place to house large quantities of files without eating up disk space.

2. Management Tools:

- Convert electronic documents into PDFs for easy distribution and viewing so that all parties, regardless of which hardware or software is used, can open, view and share files.
- Grant various users different access rights based on their role.
- Share documents among different users through user-defined processes. The application alerts users when a document is in their queue for review, editing, approval or completion.
- Has optical character recognition (OCR) capabilities, i.e. when documents are scanned into the software it will convert it to electronic text for editing.
- Automatically update and track versions of the same document so that users are using the most up-to-date copy of a document.
- Combine or split PDF files
- Allows several users to access the document database.

3. Integration

- Works with email clients to save emails, contacts or appointments
- Opens and saves Word, PowerPoint, Excel and other Microsoft Office products so that document creation and editing are done inside the native software application.
- Syncs with smartphones or tablets so that files can be viewed, edited or uploaded from mobile devices.
- Integrates with an external customer relationship management or enterprise resource planning database.
- Supported on leading OS and Browsers.

The license of the proposed product should be an enterprise level on perpetual basis in name of Purchaser.

Note: If any physical copies of documents are collected, the storage and management of the same shall rest with State Governments and their respective departments.

4.3.2.3 Customer Relationship Management (CRM)

UWIN intends to create and maintain a common CRM platform to log queries from users of UWIN platform including beneficiaries, Centre/State users, Worker Facilitation Center operators, Door-to-door enumerators etc. across all States. The CRM Solution shall be used to manage all user interactions with UWIN and also act as a repository to be used for analysis of feedback and grievances.

The MSP's Scope of work includes procuring, designing, implementation, integration and maintenance of an enterprise level Customer Relationship Management (CRM) Solution/ Product. The license of the proposed product should be an enterprise level on perpetual basis in name of Purchaser.

The detailed requirements related to CRM are listed below.

A single view of the customer experience and history (customer data integration). The System shall be designed to give a single view of all interactions with a resident for the past 6 months.

Key CRM Requirements

Requirement ID and Title	Description
REQ_1	A single point of contact for services and business operations queries and technical calls. The system shall be designed to serve as a single platform for all interactions.
REQ_2	The CRM solution must provide for logging of calls, categorization, ticket generation, status tracking and resolution time tracking.
REQ_3	The CRM solution must be integrated with UWIN platform to access information of beneficiaries, schemes and unorganised workers.
REQ_4	The CRM solution shall maintain history of queries of and shall also obtain data from relevant databases securely using Secure HTTP or a better solution.
REQ_5	CRM solution should be integrated with Document Management System (DMS)

REQ_6	The CRM solution shall be integrated with IVR/Voice, SMS Gateway, USSD Gateway, Email, and FAX for both inbound and outbound communication.
REQ_8	CRM solution should be integrated with BI & Analytic tool to send the data for reporting and analytics.
REQ_9	Real-time decision support (analytics) to understand nature of inquiries and complaints and customize responses and interactions accordingly
REQ_10	The CRM solution shall support relevant screen pop-ups, to the helpdesk/contact centre agent along with the details of the previous calls during the last 30 days.
REQ_11	The CRM solution should support call routing functionalities.

1. The CRM solution shall provision for both inbound and outbound channel support with associated technologies as mentioned below:
 - a. CRM (product)
 - b. IVRS
 - c. ACD
 - d. CTI
 - e. Call logger
 - f. Quality Management System
 - g. Email response system
 - h. Reporting systems
2. For queries which cannot be answered using a pre-defined script, the query shall be logged in the CRM and track them to resolution.
3. The CRM solution proposed must have provision to create and maintain knowledge bases to assist helpdesk and contact centre users, thereby enabling them to resolve the queries faster and being effective in problem diagnosis, trouble shooting and resolution.
4. The CRM shall provide analytics services to reduce queries & grievances and improve quality of service by the contact center. Examples include: root cause analysis of top 10

queries/complaints across regions, early detection of issues, number and type of calls by the users in the last 6 months, etc.

5. The CRM solution shall also measure performance indicators and SLAs for contact center and contact center agents. Some examples of the measurements are
 - a. Response and Resolution times for grievances
 - b. Average Handling Time (AHT) and
 - c. IVRS Efficiency
 - d. First Time Resolution (FTR)

4.3.2.4 Enterprise Middleware (Enterprise Service Bus) /API Gateway

The MSP's Scope of work includes procurement, configuration, implementation, integration, deployment, and maintenance of Enterprise Middleware/API Gateway

Multiple applications & their corresponding data would need to be integrated using a service oriented architecture (SOA) approach, where business services are exposed as application services as open/internal API's. These API's would need to be hosted on a common middleware for both internal consumption (Enterprise Service Bus/internal Gateway) and external consumptions (Open API Gateways). Besides this bulk data transfers using ETL/ELT would also be needed.

The key features of Enterprise Middleware/API Gateway include but not be limited to:

1. Web services using SOAP /REST
2. APIs that are published by external systems.
3. Usage of adapters such as SOA, CRM adapters
4. Feed based integrations and data extraction tools for integration of data sources to data warehouses/data marts for Analytics.
5. All data transfer to happen through APIs, File transfer mechanism is not encouraged
6. App signature authentication will be through the license key + time stamp + app version and other meta data
7. All the APIs would be stateless in nature, thus easy to load balance, even if hit through portal is very high and this requires high end processing.
8. The API Platform should be allowed to manage all your enterprise initiatives from a single solution.
9. The API platform should support existing APIs and developer preferences and provide the following transformations: and developer preferences

10. The API Platform should provide clustering and ensure reliability, scalability and single point of administration
11. The API Platform should provide for enterprise grade encryption
12. The API platform should provide secure access to all APIs and provide all of the following forms of authentication, access control and certificate/credential support
13. The API platform should provide comprehensive threat protection for all API traffic.

4.3.2.5 Identify & Access Management

The MSP's Scope of work includes procurement, configuration, implementation, integration, deployment, and maintenance of Identify & Access Management System

An Identity and Access Management system (IAM) is a system which automates the management of identities, accounts, entitlements and credentials. These artifacts are managed where they already exist, on one or more account repositories. Automation in the context of IAM refers to the execution of clearly defined business processes, which have inputs -- data feeds or user requests; implement policies; execute workflows to interact with people and have outputs -- integrations to account repositories.

Key Capabilities of IAM shall include:

1. Self Service to users to change their information
2. Provisioning of different types of users to different applications
3. Enforce access policies of users to different applications in a controlled way
4. Reporting and Auditing of user activities.
5. Single Sign on

4.3.2.6 Additional Scope for the MSP

The minimum specified scope of work to be undertaken by the MSP for is mentioned below:

- a) Finalize the deployment architecture/layout with the Purchaser
- b) Finalize the cloud infrastructure sizing in consultation with the Purchaser (Initial sizing to be a part of the technical solution of the bidder proposed as part of Technical Bid). The cloud infrastructure procurement and management shall be the responsibility of the Ministry of Labour.
- c) This implementation shall comply with all the functionalities stated in the Functional Requirement Specifications (FRS) 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 (error correction, patch management) for the same duration of support applicable for the overall solution.

- d) MSP should provide a dashboard to monitor RPO and RTO of each application and database. Dashboard should also clearly show the data replication process and any lag or failure in data replication should be notified through alerts to respective authorities.
- e) The Purchaser shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage for hosting UWIN applications.

Below are the products which needs to be provided by the MSP or the CSP:

Requirement	Responsibility
Portal	MSP
Web server	MSP
Application server	MSP
Database	MSP
Middleware	MSP
Operating System	CSP
EMS (Monitoring Tool)	CSP
Ticketing System	MSP
LDAP	MSP

4.3.3 Application Training and Capacity Building

The MSP will prepare a training portal as part of the UWIN Portal to provide training to all the Portal users.

The audience for the training includes the Central level user (MoLE), State level user, District level user, Field enumerator/operator, Workers Facilitation Centres , users from other ministries providing benefits to unorganized workers (MHRD, MoHFW, MSDE etc.).

It is likely that States would on-board the UWIN in a phased manner; for this reason, the MSP would need to provide training to the various States as and when they initiate the UWIN Platform within their state. States would nominate key personnel to get trained by the MSP, and these trainees would in-turn become trainers within their state. Master trainers from states will come to MoLE for training sessions. Similarly, states will also need to adopt the same model and identify master trainers from districts. The MSP will be responsible for the following set of activities:

1. Finalization of Training plan and strategy
2. Provisioning of Learning Management System (LMS)
3. Preparation of training material including Computer Based Trainings (CBTs) – audio/video, presentations, Functional flow documents, FAQs, etc. and periodic updates to these artifacts for following stakeholders –
 - a) MoLE officials, internal users, system administrators
 - b) State and District level users
 - c) Workers Facilitation Centres/Field Operators
 - d) Users from other ministries providing benefits (MHRD, MoHFW, MSDE etc)
4. One time classroom training for the following stakeholders:
 - a) MoLE officials and system administrators
 - b) State and District Level master users as and when they initiate the UWIN platform in their state; they in-turn would become trainers for their State. The MSP would primarily provide classroom training to the master trainers from the states and the central government. Training for other stakeholders and users of the system would be organized on a needs basis.
5. As and when required On-going classroom training for any of the stakeholders, subject to a maximum of 15 sessions per quarter for first 2 years and 10 sessions per quarter for next 1 year.
6. MSP should nominate personnel who have the right mix of technical and domain experience to impart the trainings.

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7. The MSP shall be required to provide trainings to State and District level users notified by Purchaser on time to time basis, with a batch size of min 5 persons.
 8. These trainings can be arranged any time after UAT till completion of 3 years operation & maintenance period.
 9. Based on targets identified, at least initial training session for all states are expected to be completed within 2 years from the date of commencement of the project.
 10. The Scope of Work that needs to be undertaken by the MSP for imparting training is given below. The proposed training module is expected to help the course takers and other stakeholders, including Purchaser's officials, to undertake their revised roles and responsibilities with ease and without any apprehensions.
 11. The MSP must assume the following responsibilities:
 - a. The MSP shall provide training to all the stakeholders in one batch per day (one day training). However, the training days can be revised by Purchaser based on requirement.
 - b. The MSP needs to conduct a 'Training Needs Analysis' (TNA) and impart training to the users as per groups defined above, according to their individual needs and requirements. The indicative training modules and training plan are enlisted below.
 - c. The schedule/training calendar and the training material for imparting training shall be developed by the MSP in consultation with the Purchaser. The MSP shall submit a softcopy (CD) and hardcopy of the training material to the Purchaser before every training session.
 - d. In case of modifications either in the Training Plans or substitutions of the regular trainers, proper correspondence with Purchasers team shall be made.
 - e. Training program shall be continuously monitored by purchaser so as to ensure quality standards of the training. It is the responsibility of the MSP to prepare a feedback mechanism (i.e., printed feedback forms) and get it filled by the participating batch and submits the same on a regular basis to Purchaser Team, along with assessment of the trainers themselves.
 - f. A detailed training schedule, including the dates, areas to be covered, time and the training literature (to be supplied by MSP) at various stages of the project cycle and feedback for effectiveness will be agreed to by all parties during the performance evaluation of the MSP as per the Contract.
 - g. Trainings shall be provided as per the training schedule provided by the MSP in consultation with Purchaser. The key training modules provided are indicative for reference of the MSP and detailed training plan has to be proposed by the MSP.
 - h. It is the responsibility of the MSP to prepare documents including user manuals, technical manuals, and administration manuals, and provide the same to the purchaser's

management team. The team will provide the necessary inputs for preparing the training material.

- i. Audio Visual Training system - The MSP is also required to provide Audio-Visual Trainings to the users for assistance in operating/navigating through the Portal. The modules/section wise training material, especially in form of Audio-Visual content or animation, apart from PDF version, have be uploaded in each module/sub-module/section of the portal which can be played at any given point of time through the browser. The users should find it easy to understand the process and functionality better by seeing the audio-visual training content for that specific module/sub-module/section and work accordingly as required.
- j. These Audio Visual clips will have the functionality to start, stop, pause, back and forward options, so that user can play the training content as per his own free will and requirement. All these specific module/sub-module/section wise audio-visual training content should be integrated to form a complete training of the portal, and uploaded on the portal for free access, download and ready reference.
- k. Online Help/Reference with Search option - It is also proposed that the training contents and user manuals will be made available to users in downloadable (PDF) format so that the users may refer/download it for their own personal reference as and when needed. It is required that the downloadable training content should have proper indexing and internal references, mapped with key words in order to allow any user to search and reach the desired content with the help of those key words. It is envisaged that any user will be able to search and read the directions/information for only the part required by him/her rather than looking through the entire PDF document and manually searching for the right content.
- l. On entering the key words for search criteria, the system should pull out and display the links to the content as mapped. This feature should be dynamic with real time search availability, i.e. as soon as the key words are changed; a new set of content links with page/chapter references within the document should appear for selection. Once the selection is made by the user, the system should display the PDF content.
- m. The MSP would also create a Help function on every screen of the UWIN Platform; any user would be able to click on the Help icon to get a pop-up help screen in a new window with instructions to describe the screen, along with search capability to search for more topics.
- n. The MSP will also provide training to those States that would choose to use the APIs of UWIN to build their own system within their respective states. The scope of this training will be specific to the functionality of the APIs provided only. The MSP would need to ensure that highly technically proficient trainers would train the State users regarding API functionality as this is a technically advanced topic.

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- o. As the knowledge and training of the APIs would create a gating factor for the State to integrate the UWIN Platform into their own state-run system, the MSP would provide this training within one month of the State initiating the request for the same. The MSP would ensure extensive API manuals to help the technical users and the State officials to use the APIs. The MSP would ensure that the training manuals for APIs are kept current at all times. In case there are new functions added to the API functions, the MSP would update the manual for the same.
 - p. The MSP needs to ensure that all printed training material would be in Hindi and English. The training material will be made available in English and Hindi language. States can convert the training material further to support regional languages at their end.
 - q. The MSP would need to create Pilot training programs for a few states to solicit feedback and ensure that feedback is incorporated into the training material and the solution, before the final training is rolled out to all states and other stakeholders. For this reason all training materials must be ready at least one month in advance of the final date of delivery to ensure that the feedback from the pilot can be incorporated into the training material.
 - r. The MSP would need to bear the costs of all training held to coach the State representatives. Training would mostly be conducted at the purchaser premises at New Delhi. However, when the need arises, the MSP may need to train the project stakeholders, both at central and states on requirement basis.
12. Before commencing training, there are certain pre-requisites which all master trainers and end users have to fulfil. The pre-requisites are as follows:
- a. The master trainers and all participants should mandatorily have a valid Aadhaar number and his/her mobile number should have been updated in Aadhaar. All trainers and participants must also have a valid email ID.
 - b. In order to access the beneficiary registration & validation application, states would arrange for tablets/mobile for of the master trainers with SIM based Internet connectivity (2G/3G/4G) with the specifications shared with states.
 - c. States will also ensure that at the time of state trainings, all participants have the requisite devices as per specifications and their mobile number is updated with Aadhaar.
 - d. States will ensure that all requisite infrastructure viz. desktops/laptops, uninterrupted internet connectivity, etc. is available at all training locations.
13. Apart from application trainings for various users, workshops would need to be organized by the MSP in consultation with Purchaser and the duration for these workshops will be half day/full day each. For example workshops with State Labour Secretaries/Commissioners which will cover scheme details and roles and responsibilities assigned with every user. Any other workshop as required by Purchaser will need to be organized by the MSP.
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4.3.4 UWIN Contact Centre & Technical Helpdesk Operations

The MSP is envisaged to have different roles at the state and central level. At the central level, MSP has to set up one centralized helpdesk and operations initially for a period of 1.5 years from the date of Go Live, while if the state decides to have the state contact centres those will be set up and managed by the state governments. However, the MSP will have to provide licenses for Customer Relationship Management (CRM) for both the central and state contact centres.

Contact Centre Responsibility Matrix.

Functions	Central Helpdesk	State Contact Centre
CRM (commissioning, licensing, configuration and integration)	MSP	MSP
Requirement Analysis and Planning	MSP	State Government
Requirement Analysis and Planning – Manpower	MSP	State Government
Facilities (physical space and IT infrastructure)	MSP	State Government
Manpower Deployment	MSP	State Government
Helpdesk Contact Centre Operations	MSP	State Government
Training	MSP	State Government
Reporting	MSP	MSP
Audit	Third Party	Third Party

4.3.4.1 Requirements for Centralized Helpdesk

The MSP shall setup and operate a **40 seater centralised helpdesk** for UWIN platform for a period of 1.5 years (initially) from the date of Go Live.

1. The help desk will primarily handle technical queries of UWIN users.
2. MSP shall follow the implementation plan for the helpdesk launch as specified in the project timelines.
3. The help desk shall be set-up at the premises of MSP

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4. Helpdesk is required to ensure that users can log calls and complaints for any technical issues they face while using the UWIN Platform.
 5. Help Desk to have Interactive Voice Response (IVR) system for first level of call segregation.
 6. MSP shall deploy helpdesk application accessible to all users through the UWIN portal for logging issues.
 7. MSP to provision for both inbound and outbound calls. Outbound calls would be required to provide update/status to limited number of end users as per SOPs.
 8. The help desk will serve as single point of contact for reporting/resolution of all tickets (queries, errors, incidents, issues either application or infrastructure or operations related).
 9. Linkage with State Helpdesks/Contact Centre: In case the State(s) and UTs decide to have a contact centre these shall operate helpdesk in local language for users of their respective State(s). In case the call cannot be closed by the state, UTs help desk, the same will be logged with the help desk of UWIN Platform by the respective official. The UWIN Platform help desk will then resolve the issue and communicate the same to the relevant state help desk. This requirement and workflow should be provisioned in the proposed help desk system.
 10. The MSP shall setup all the infrastructure required for the operations of the help desk
 11. The MSP is required to meet the SLAs for CRM uptime.
 12. The helpdesk should undertake the following activities:
 - a) Log user calls under the scope of work and assign a unique ID
 - b) Every call received/done from the helpdesk must be recorded against the respective ID
 - c) Assign severity level to each call
 - d) Track each call to resolution
 - e) Escalate the calls, if necessary, as per the defined escalation matrix
 - f) In case of any further query/grievance/any other request, the same must be intimated for future tracking purposes
 - g) Accept feedback from callers
 - h) Analyze the call statistics
 - i) Creation of knowledge base on frequently asked questions to aid users
 13. To ensure service quality, central government may appoint a third party auditor for regular audits, random audits and call barging.

4.3.4.1.1 Estimation and Sizing

The MSP must provide the following:

S. No	Parameter	Estimated size
1	Number of Users	
2	Peak calls per day	
	Number of calls per day	
	Number of calls per minute	
3	Ratio of calls per agent per day	

4.3.4.1.2 Key Features

Features	Specifications
Languages supported	Hindi and English
Operations	- 7 Days a week - 9 AM Till 6 PM
Accessibility	Accessible through a Toll Free Number provided by MSP
Quarterly Review	Quarterly review of call volumes and number of seats required to provide services
Call Type	Inbound - The inbound calls would include technical, IT related call as well as functional/process related calls from UWIN users. The mode of inbound calls should support over Voice, Web portal, Email, etc. Outbound - The Outbound interactions could be used to respond to queries/grievances of stakeholders not hitherto resolved earlier or for pro-actively obtaining feedback on services delivered. It shall include but not limited to calls to ticket requesters, calls to other stakeholders

4.3.4.1.3 Selection and Deployment of Manpower

1. The MSP is responsible for selection and deployment of skilled and qualified manpower required for running the helpdesk.
2. Minimum Manpower Profile – Manpower deployed by MSP for Helpdesk should comply with minimum qualification as mentioned in following table:

S. No.	Position	Minimum Qualification
1	Customer Service executive (CSEs)	<ul style="list-style-type: none"> • Minimum 12th passed and pursuing graduation, preferably graduate or equivalent • Able to fluently speak, read and write in Hindi and English. • Able to communicate confidently and politely, with good speaking skills • Experience of at least 1 year in a Technical Helpdesk (L3) role
2	Team Leaders	<ul style="list-style-type: none"> • Must be a Graduate or equivalent • Able to speak, read and write in Hindi and English • Able to communicate confidently and politely, with good speaking skills • Experience of at least 3 years in a Call Centre/Technical Helpdesk role • Experience in coaching and developing skills of people • Effective problem-solving and decision-making skills

3. Manpower profiles could be audited by Purchaser at any time with/without any notice.
4. MSP shall submit an undertaking with the periodic invoice declaring the compliance to minimum manpower profile.
5. The Helpdesk will be managed through the ITIL process.

4.3.4.1.4 **Training**

1. Considering the nature of the services, training is an important aspect for the smooth functioning of the helpdesk. The MSP should make arrangements for imparting proper training in soft skills; call handling, exposure to related application, so as to prepare the technical helpdesk/contact centre executives to answer different types of queries.
2. The purchaser shall assist MSP in preparing training material (which can be further customized) for business related trainings.
3. MSP shall also prepare standard operating procedures with call prioritization guidelines, problem security codes and escalation procedures etc. in consultation with Purchaser.

4. MSP shall share training content and maintain liaison with State, UTs help desk as and when required.
5. The MSP should ensure that all the executives are put on actual duty only after providing them proper training on at least the following areas:

Training for Technical Helpdesk/Contact Centre operations

S. No.	Training Area	Responsibility
1	Soft Skills	MSP
2	Application (s)	MSP
3	Call Handling procedures	MSP
4	UWIN Platform business process related/scripts	MSP (with support from the purchaser) Note: For such training sessions, arrangement of logistics, travel, etc. for the MSP's resources shall be the responsibility of the MSP.

4.3.4.1.5 Provisioning of IT Infrastructure for Operations

The MSP should procure the contact centre facilities. MSP shall provision for Dialler and related hardware and network components for running the Contact Centre operations.

1. Helpdesk application (CRM):
 - a. MSP would provide and implement a comprehensive CRM solution
 - b. The software would maintain complete call history of all calls received at the contact centre
 - c. The contact centre executive would be capturing all the relevant caller information in this for recording communication and should be integrated with required UWIN applications etc.
 - d. The MSP shall provide the Purchaser with all the data of this application at the time of end of contract period. The formats can be industry standard formats e.g. MS Excel, csv or MS Access DB.
 - e. The CRM solution should support all the requirements of the Technical Support team
2. **Toll Free Number:**
 - a. MSP shall purchase the two toll-free numbers, from two different operators, in the name of the Purchaser.
 - b. Both the numbers should be accessible from anywhere in India and from other network

operators also. Users should be able to dial these toll-free numbers from mobile as well as landline.

- c. MSP shall provide the PRI line(s) to route the toll free number(s)

3. Automatic Call Distributor (ACD):

- a. ACD distributes incoming calls to agents as they are received. It should have at least the following features:
 - i. System should be able to intelligently route the callers to agents based on their availability to take calls on first come first serve basis.
 - ii. Standard features like Call Transfer, Conference, Barge in, Dialed Number Identification Sequence (DNIS), Automatic Number Identification (ANI), Caller Line Identification (CLI) etc.
 - iii. System should announce the queue waiting time for the caller before getting attended by an agent
 - iv. System shall support the ability to play customized announcements per queue as defined by the administration.

4. Other Infrastructure, but not limited to, to be provided by MSP are:

- a. Call barging and recording software
- b. Helpdesk executives' computers, phone sets and head sets.
- c. Connectivity between Helpdesk & Primary Cloud Site and Helpdesk & Secondary Cloud Site

5. MSP shall ensure application required at the helpdesk is implemented and working successfully.

6. MSP shall ensure all other infrastructure requirement which include but not limited to:

- a. Desktop/laptop
- b. Headsets for helpdesk personnel
- c. Extension/telephone number for helpdesk
- d. Telephone equipment
- e. Internet Connectivity

7. MSP shall be responsible for all communication to user in terms of IT helpdesk features/call no. for helpdesk etc. through emails, notices, posters etc. and beneficiary/user queries and complaints.

4.3.4.1.6 Helpdesk Operations Audit

1. The central government may undertake a random audit. For this it may employ a Third Party Auditor.
2. All calls (both inbound and outbound) should be recorded. The call data from the voice logger should be kept in the system for 30 days. Central government might require the records to be kept for longer period of time.
3. If it is observed by the central government that a contact centre executive/team leader has misbehaved with a caller on telephone, or if complaint is received against any of the contact centre service executive/team leader or if his/her performance is found to be lacking, the central government may instruct the MSP to remove such person from contact centre.

4.3.4.1.7 Helpdesk Operations

Helpdesk would have following major activities and tasks:

1. Issues logged by users through Helpdesk should be accessed and serviced by the helpdesk personnel.
2. Track and route requests for service and to assist end users in answering questions and resolving problems. Assign severity level to each ticket as per the SOPs.
3. Acknowledgement should be sent to user along with service ticket number through an email immediately on call logging.
4. Routing the query received to the concerned team of the MSP for resolution of tickets (Issues that the helpdesk personnel are not able to resolve)
5. Escalate the issues/complaints, to Purchaser if necessary as per the escalation matrix.
6. Notifying users the problem status and resolution through the tickets over email & SMS.
7. All the issues on logging shall be assigned severity of issue. Basic guideline for assigning severity is as follows:

Severity	Definition
Severity 1	<p>Severity 1 problems are the ones which have a critical business impact. These problems will have any of the following characteristics:</p> <ul style="list-style-type: none"> • Entire or part of any service unavailable (including APIs) • Incorrect behavior of the system • Security Incidents • Data Theft/loss/corruption • Severe impact on customer satisfaction/Purchaser’s reputation – bad media publicity
Severity 2	<p>Severity 2 problems are the ones which have a significant business impact. These problems will have any of the following characteristics:</p> <ul style="list-style-type: none"> • The efficiency of users is being impacted
Severity 3	<p>Severity 3 problems are the ones which have a minimal business impact. These problems will have any of the following characteristics:</p> <ul style="list-style-type: none"> • No impact on processing of normal business activities. • A low impact on the efficiency of users

8. Every call received/done from the Helpdesk would be recorded in the Helpdesk application against the respective id.
9. Each call would have a unique identifier and in case there is any query/any other request, stakeholder shall be intimated about the call id for future tracking purpose.
10. To ensure Customer Service Quality, Purchaser shall conduct Regular audits, Random audits and call barging
 - a. Purchaser will do a random sample survey of calls on call quality as well as be involved into calls without prior notification. For this purpose administration level permissions to access all sub-systems/servers to monitor and generate reports including those required for cross-verification of SLAs and related payments will be provided by the MSP.
11. Helpdesk shall keep the user informed on various stages of resolution through email.
12. Even if the ticket is forwarded to external entity (Cloud Service Provider, OEM in case of Infrastructure Issue or a Product Related Issue), coordination between user and external entity would be maintained by helpdesk along with informing the user on call status.

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13. Incidents which are not meeting SLAs and which are exceptional in nature (highly critical, wider spread etc.) shall be escalated as per defined escalation matrix.
 14. Helpdesk should comply with SLAs applicable to them as mentioned in this RFP. Non-adherence to SLAs shall lead to imposition of penalties.
 15. Continuous Improvement:
 - a. Prepare Knowledge base for frequently reported problems along with the resolution steps/solutions and publish on the portal.
 - b. Publish and continuously update the knowledge base on the website that can enable user to find resolution without calling the helpdesk.
 - c. On a quarterly basis, MSP shall carry out the analysis of help desk tickets (open and closed) to identify the recurring incidents and conduct a root cause analysis on the same. MSP shall submit a report to Purchaser with the analysis and provide inputs to Purchaser on user training requirements, awareness messages to be posted on the portal, redesign recommendations and/or application enhancements (functional/design) based on help desk ticket analysis. The objective of the analysis should be to address the repeat incidents and enhance the delivery of services to the end users.
 16. MSP shall prepare and submit reports to Purchaser team as per the mutually agreed reporting structure. These reports shall include but not limited to the following:
 - a. Incident logs (category, severity and status of call etc.)
 - b. Incidents escalated
 - c. SLA compliance/non-compliance report with reasons for non-compliance
 - d. Problem management
 - e. Detailed analysis of the calls containing opportunities of automation, trainings, FAQs, etc.
 - f. Helpdesk reports, benchmarked against industry standards for similar application/environment.
 17. In response to the report, MSP needs to provide its capability of managing the IT helpdesk as a part of approach and methodology. Other key factors to be addressed will be as follows:
 - a. MSPs processes for IT helpdesk management
 - b. Key learning from similar previous experience
 - c. Escalation procedure for handling significant issues
 - d. Helpdesk staffing

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- e. Citations of managing IT helpdesk for application and other IT services
18. Helpdesk shall be responsible for coordinating with concerned vendor in case issues are pertaining to any external entity product/support including but not limited to:
 - a. Respective OEM team
 - b. Cloud Service Provider Support Team
 - c. End User Devices support provider
 19. Even if the call is forwarded to an external entity, coordination between user and external entity would be maintained by contact center along with informing the user on call status
 20. Helpdesk should comply with applicable SLAs, Non-adherence to SLAs shall lead to imposition of Liquidated Damages.
 21. MSP shall analyze all the incidents and provide a root cause analysis report on a periodic basis for all the recurring incidents. MSP shall ensure that resolution is provided for these problems by respective technical teams/vendors so as to prevent further issues due to the same cause. The report for the same should be submitted to the Purchaser.
 22. MSP shall conduct periodic employee satisfaction survey on helpdesk and ongoing support. Results of the same shall be shared with the Purchaser.
 23. During the ongoing support provided by the MSP, the purchaser may conduct periodic employee satisfaction survey. Based on the outcome of survey, the purchaser may request the MSP to modify or improvise the processes
 24. **Disaster Recovery and Business Continuity:** The MSP shall establish policies and procedures to be used for helpdesk systems in the event of a disaster to protect and ensure continuation of help desk services. An alternate facility has to be provided by the MSP that has the equipment and/or resources to recover the helpdesk business functions affected by the occurrence of a disaster as per the following:
 - a) At least 25% of the normal operational status has to be restored within first 24 hours of the disaster
 - b) Within 2 days from the day of disaster, the UWIN helpdesk should be operational with 50% operational status.

4.3.4.1.8 Reporting

1. Suitable reporting software should be available to generate standard report formats to measure/verify various SLAs, for monitoring the performance of agents, etc. MSP has to provide access for report viewing by the designated officers of the purchaser.
2. Reports should also be available as “On-Screen Reports” with the capability of exporting it to any user defined format such as word, excel pdf, etc. & print and email feature.

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3. The MSP and the purchaser will mutually agree on the format of the reports to be submitted by the MSP to the purchaser. If the purchaser requests the MSP to provide customized reports, the MSP will provide customized reports at no cost to the purchaser. In addition to others, the following reports must be provided by the MSP:
 - a) Reports based on time period
 - b) Type of grievances/queries/demand/analysis
 - c) Repeat request or complaints analysis
 - d) Call waiting time
 - e) Lost calls
 - f) Call time (Average Talk Time/Hold Time/Handle Time)
 - g) Hourly call details
 - h) Outbound report (Outbound Call Volume & durations)
 - i) Complaints pending for more than defined time period
 - j) Calls Handled
 - k) Abandoned Call Rate
 - l) Delay Before Abandon (Average/Longest)
 - m) Staffing related report
 - n) Other monthly MIS, SLA reports, number of agents logged in
 - o) Any other report as requested by the purchaser

4.3.4.1.9 Monitoring

1. A facility should be available for the purchaser's monitoring team, external and internal auditors to periodically inspect the functioning of helpdesk.
2. The monitoring team should be able to access all sub systems and records.
3. Additionally, it should be possible to remotely monitor performance on all SLAs/KPIs and also of all the applications provided by the system i.e. calls in queue, number of agents logged in, number of agents abandoned answered calls, query of the call logs of a particular customer etc. by designated Helpdesk Coordinator or Helpdesk in-charge.

As a part of the proposal, the MSP needs to provide a detailed approach for provisioning, running and maintaining the UWIN Helpdesk Operations as per the requirements specified.

4.3.4.2 Requirements for State Contact Centres

1. Each state government would be responsible for the set up and operations of a UWIN contact centre.
2. MSP shall be responsible for licensing, commissioning and integration of the CRM at State contact centres.
3. The State Contact Centres shall handle services, operations queries and complaints.
4. Services/operations queries/complaints may include:
 - 4.1. Beneficiary queries: registration issues, migration between states, etc.
 - 4.2. Legal concerns
 - 4.3. Grievance redressal of beneficiaries
 - 4.4. Undertaking business operations including awareness campaigns, and actively seek feedback
5. The state government will be responsible for handling and resolving services/operations queries/complaints.
6. The state contact centers shall also perform outbound calls to approximately 5-7 per cent of the beneficiaries on a random basis as a part of feedback mechanism to gain an understanding of the functioning of the scheme and the beneficiary experience.
7. The state contact centers shall also have access to the grievance management application to log grievances raised by the beneficiaries and other stakeholders of the UWIN Platform.

4.3.5 Operations & Maintenance

The MSP will operate and maintain all the components of the UWIN Platform for a period of 1.5 years from the date of Go-Live. During O&M phase, MSP shall ensure that service levels are monitored on continuous basis; service levels are met and are reported to Purchaser. After Go-Live, if any system/sub-system that is deployed during the O&M phase must be added in the UWIN Platform only after proper induction procedures are followed including hardening and security testing. MSP needs to implement suitable Performance Improvement Process (PIP) in the project. PIP program applies to all the processes of UWIN platform. MSP need to submit its detailed approach for PIP in its technical proposal. Every process and procedure implemented in UWIN platform must be reviewed and updated by MSP at least on annual basis from the Go-Live Date. All the manpower engaged for O&M support of the project should be citizens of India.

Some broad details of O&M activities are mentioned below:

4.3.5.1 Application Support and Maintenance

Application support includes, but not limited to, production monitoring, troubleshooting and addressing functionality/availability and performance issues and also implementing system change requests etc. The MSP shall maintain the application software in good working conditions; and perform changes and upgrades to the applications as requested by the purchaser's team. All tickets related to any issue/complaint/observation about the system shall be maintained in an ITIL compliant comprehensive ticketing solution. Key activities to be performed by the MSP during the application support phase are as follows:

1. Compliance to SLA

The MSP shall ensure compliance with SLAs as indicated in Section 8 of volume 1 of this RFP and any upgrades/major changes to the software shall be planned by the MSP while ensuring that the SLA requirements are met at no additional cost to the Purchaser.

2. Annual Technology Support

The MSP shall be responsible for arranging annual technology support to the Purchaser for the OEM products provided by respective OEMs during the entire O&M phase. It is mandatory for the MSP to take enterprise level annual support over the entire contract duration at minimum for the software(s) mentioned below:

- a. Database Management System
- b. Middleware
- c. Data warehouse
- d. Analytics tool
- e. CRM

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- f. Other components as defined in the RFP

3. Application Software Maintenance

- a. The MSP shall provide continuous and indefinite support through support team/telephone/E-mail/Video Conferencing/installation visits as required.
- b. The MSP shall address all the errors/bugs/gaps in the functionalities of the solution (vis-à-vis the FRS, BRD (Business Requirement Document) and SRS signed off) at no additional cost during the O&M phase.
- c. All patches and upgrades from OEMs shall be implemented by the MSP. Technical upgrades of installation to the new version, as and when required, shall be done by the MSP. Any version upgrades of the software/tool/application will be done by the MSP after seeking prior approval from the Purchaser and submitting the impact assessment of an upgrade as such.
- d. Any changes/upgrades to the software performed during the support phase shall be subject to comprehensive and integrated testing by the MSP in order to ensure that the changes implemented in the system meet the specified requirements and do not impact any other existing functions of the system. A detailed process in this regard will be finalized by the MSP in consultation with the Purchaser.
- e. An Issue log shall be maintained by the MSP for the errors and bugs identified in the solution as well as any changes implemented in the solution and shall be periodically submitted to the purchaser's team.
- f. The MSP will inform the Purchaser (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 Purchaser 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 by following defined processes at no additional cost.

4. Problem identification and Resolution:

- a. Errors and bugs that persist for a long time, impact a wider range of users and are difficult to resolve in turn lead to application hindrances. The MSP shall resolve all the application problems through implementation of the identified solution (e.g. system malfunctions, performance problems and data corruption etc.)
- b. Monthly reports on problems identified and resolved would be submitted to the purchaser's team along with recommended solutions.

5. Change and Version Control

All planned or emergency changes to any component of the system shall be carried out through the approved Change Management process. The MSP needs to propose and follow all such processes (based on industry ITSM framework) at all times. For any change, MSP shall ensure:

- a. Detailed impact analysis is conducted
- b. All Change plans are backed by Roll back plans
- c. Appropriate communication on change required has taken place
- d. Requisite approvals have been received
- e. Schedules have been adjusted to minimize impact on the Production environment
- f. All associated documentation is updated post stabilization of the implemented change
- g. Version control is maintained for all software changes

The MSP shall define the Software Change Management and Version Control Process. For any changes to the solution, the MSP has to prepare detailed documentation including proposed changes and impact to the system in terms of functional outcomes/additional features added to the system etc. The MSP shall ensure that software and hardware version control is carried out for the entire contract duration.

6. Maintain configuration information

The MSP shall maintain version control and configuration information for application software and any relevant system documentation.

7. Training

The MSP shall conduct trainings for the UWIN personnel whenever there is any change in the system functionality. All Training plans have to be mutually agreed on with the purchaser's team.

8. Maintain System documentation

The MSP shall maintain at least the following minimum documentation with respect to the UWIN Platform:

- a. High level design of the complete system
- b. Low level design for complete system/module design level
- c. Functional Requirement Specifications (FRS)
- d. System Requirements Specifications (SRS)
- e. Any other explanatory notes about system
- f. Traceability matrix

g. Compilation environment

The MSP shall also ensure that any software system documentation is updated with regard to the following:

- a. Source code is documented
 - b. Functional specifications are documented
 - c. Application documentation is updated to reflect on-going maintenance and enhancements including FRS and SRS in accordance with the defined standards
 - d. User manuals and training manuals are updated to reflect on-going changes/enhancements
 - e. Standard practices of version control and management are adopted and followed
9. All project documents need to follow a proper version control mechanism. The MSP will be required to keep all project documentation updated and ensure the updated project documents are submitted to the Purchaser by the end of next quarter in case of any change.
 10. 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.
 11. Any software changes required due to problems/bugs in the developed software/application will not be considered as part of change control and will have to be completed by the MSP at no additional cost (even if it requires any enhancements/customizations).
 12. Any additional changes required would follow the Change Control Procedure. Purchaser may engage an independent agency to validate the estimates submitted by the MSP. The inputs of such an agency would be taken as the final estimate for efforts required. MSP to propose the cost of such changes in terms of man month rate basis and in terms of Function point/Work Breakdown Structure (WBS) basis in the proposal.

4.3.5.2 Additional Scope for MSP

1. MSP is responsible for sizing necessary hardware and software licenses as per the performance requirements provided in the RFP.
2. The MSP shall ensure that the warranty complies with the agreed technical standards, security requirements, operating procedures, and recovery procedures.
3. The MSP shall introduce a comprehensive Assets Management process & appropriate tool to manage the entire lifecycle of every component of UWIN Platform.
4. User access Management- MSP shall be responsible for managing the user names, roles and passwords of all the relevant subsystems, including, but not limited to servers, other devices, etc. MSP shall be required to set up the directory server. Logs relating to access of system by administrators shall also be kept and shall be made available to Purchaser on need basis.

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5. Cloud Service provider engaged by Purchaser shall procure, install, maintain the Enterprise Management Tool which performs monitoring of servers, database, middleware, application servers, web servers, storage, backup to ensure their availability to Purchaser at all times. MSP will provide access to the ticketing system to Cloud Service Provider and will also integrate the EMS tool with Ticketing System for automation of the processes.

1. Database Administration

For UWIN Platform database shall be scalable, shall provide superior performance along with that enabled to handle large volumes of structured, semi structured and unstructured data.

- a. MSP shall be responsible for monitoring database activity and performance, changing the database logical structure to embody the requirements of new and changed programs.
- b. MSP shall be responsible for tuning of the database, ensuring the integrity of the data and configuring the data dictionary.
- c. MSP will follow guidelines issued by Purchaser in this regard from time to time including access of data base by system administrators and guidelines relating to security of data base.
- d. Database experts should follow the principle of segregation of duties to ensure no single DBA can update production data singularly.
- e. In addition to restrictions on any direct change in Data by any administrator, the Databases shall have Auditing features enabled to capture all activities of administrators.
- f. MSP is responsible for debugging Application – Database issues

2. Security Management

Performing security services on the components that are part of the Purchaser environment as per security policy finalized with Purchaser

- a. IT Security Administration – Manage and monitor safety of information/data
- b. Reporting security incidents and resolution of the same
- c. Proactively monitor, manage, maintain & administer all security devices and update engine, signatures, and patterns as applicable.
- d. Reporting security incidents and co-ordinate resolution
- e. Providing root cause analysis for all defined problems including hacking attempts
- f. Monthly reporting on security breaches and attempts plus the action taken to thwart the same and providing the same to Purchaser
- g. Maintaining documentation of security component details including architecture diagram, policies and configurations

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- h. Performing periodic review of security configurations for inconsistencies and redundancies against security policy
 - i. Performing periodic review of security policy and suggest improvements
 - j. Reviewing logs daily of significance such as abnormal traffic, unauthorized penetration attempts, any sign of potential vulnerability. Security alerts and responses. Proactive measures in the event a problem is detected
 - k. Policy management (firewall users, rules, hosts, access controls, daily adaptations)
 - l. Modifying security policy
 - m. Sensitizing users to security issues through regular updates or alerts - periodic updates/Help Purchaser issuance of mailers in this regard
 - n. Performing capacity management of security resources to meet business needs
 - o. Rapidly resolving every incident/problem within mutually agreed timelines

3. Other Activities

- a. MSP shall ensure that it prepares configuration manual for middleware, tools, and all equipment's and the same need to be submitted to Purchaser, any changes in the configuration manual need to be approved by Purchaser. Configuration manual to be updated periodically.
- b. MSP shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, and maintenance.
- c. MSP should carry out any requisite adjustments/changes in the configuration for implementing different versions of Application Software.
- d. Updates/Upgrades/New releases/new versions: The MSP shall provide from time to time the Updates/Upgrades/new releases/new versions of the software as required. The MSP should provide free upgrades, updates & patches of the software and tools to Purchaser as and when released by OEM.
- e. Software License Management: The MSP shall provide for software license management and control. MSP shall maintain data regarding entitlement for software updates, enhancements, refreshes, and maintenance.
- f. All other activities required to meet the project requirements and service levels.

It is responsibility of the MSP to scale up the Operations & Maintenance (O&M) team as and when required to ensure smooth project execution throughout the project duration. The basic expectations on profile of some key O&M positions are as given below:

S.No.	Role	Experience	Qualifications/Certifications/ Skills
1	Application support – L2/L3	> 5 years	<ul style="list-style-type: none"> • B.E./B.Tech/MCA • Expert in Database Technology and Administration • Experience in Middleware Technologies • Expert in Application Development and Testing • Experience in Application Support • Experience in Application Security and relevant tools • Good communication (written/Oral) • Experience in relevant tools & technologies
2.	IT security – L1	1-3 years	<ul style="list-style-type: none"> • Min. Engineering Diploma/B.Sc. for L1 • Engineering graduate/MCA for L2/L3 levels • Good communication (written/Oral) • Experience in Security management • Relevant certifications
3.	IT security – L2	3-6 years	
4.	IT security – L3	> 6 years	

4.4 Project Management & Governance

4.4.1 *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 Purchaser at the time of on-boarding. The final governance model needs to be approved by Purchaser.

4.4.2 *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 Purchaser'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:

1. Project Progress
2. Delays, if any – Reasons thereof and ways to make-up lost time
3. Issues and concerns
4. Unresolved and escalated issues;
5. Change Management - Proposed changes, if any
6. Project risks and their proposed mitigation plan
7. Discussion on submitted deliverable
8. Timelines and anticipated delay in deliverable if any
9. 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:

1. Module development status
2. Testing results
3. IT infrastructure deployment status
4. Status of setting up/procuring of the Helpdesk, etc.
5. Any other issues that either party wishes to add to the agenda.
6. Performance and SLA compliance reports;

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

4.4.3 *Project Working Group*

A project working group (PWG) will be formed at the start of the project. The PWG will, at the minimum, include a designated full time Project Manager from the MSP. It will also include key personnel from other relevant stakeholders including members from Purchaser's designated project team.

4.4.4 *Steering Committee*

1. The Steering Committee will consist of senior stakeholders from Purchaser, its nominated agencies and MSP.
2. 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.
3. 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.
4. 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.
5. Other than the planned meetings, in exceptional cases, Purchaser may call for a Steering Committee meeting with prior notice to the MSP.

4.4.5 *Project Monitoring and Reporting*

1. The MSP shall circulate written progress reports at agreed intervals to Purchaser and other stakeholders. These project status reports shall include progress against the Project Management Plan, status of all risks and issues, exceptions and issues along with recommended solutions etc.
2. Other than the planned meetings, in exceptional cases, project status meeting may be called with prior notice to the MSP. Purchaser reserves the right to ask the MSP for the project review reports other than the standard weekly review reports.

4.4.6 *Risk and Issue Management*

1. The MSP shall develop a Risk Management Plan and identify, analyze and evaluate the project risks, developing cost effective strategies and action plans to mitigate those risks.
2. The MSP shall carry out a Risk Assessment exercise and document the Risk profile of the project based on the risk appetite, and prepare and share the enterprise risk register. The MSP

shall develop an issues management procedure to identify, track, and resolve all issues faced on the project. The Risk management plan and issue management procedure shall be carried out in consultation with Purchaser.

3. The MSP shall monitor, report and update the project risk profile. The risks should be discussed with Purchaser and a mitigation plan should 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.

4.4.7 *Staffing Requirements*

1. Purchaser 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 Vol 2.
2. CVs of the key resources need to be submitted along with the proposal.
3. Please note that Purchaser shall require that all project related discussion should happen in Purchaser's office. MSP Centre team may need to travel to Purchaser's office for critical Project/Steering Committee meetings at their own expenses.

4.4.8 *Planning & Scheduling*

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 Purchaser at the start of the project and it should be updated every week to ensure tracking of the progress of the project.

The project plan should include the following:

1. The project break up into logical phases and sub-phases;
2. Activities making up the sub-phases and phases;
3. Components in each phase with milestones;
4. The milestone dates are decided by Purchaser 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.
5. Key milestones and deliverables along with their dates;
6. Start date and end date for each activity;
7. The dependencies among activities;
8. Resources to be assigned to each activity;

9. Dependency on Purchaser

4.5 Exit Management

1. The MSP shall submit a structured & detailed Transition and Exit Management plan along with the technical proposal.
2. The MSP needs to update the Transition and Exit Management on a half yearly basis or earlier in case of major changes during the entire contract duration. This plan needs to be discussed and approved by the Purchaser.
3. At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to the MSP's scope of work, the MSP shall ensure that a proper and satisfactory handover is made to the other agency.
4. All risk during transition stage shall be properly documented by the MSP and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption.
5. The MSP must ensure that no end of support products exist at time of transition.
6. The transition & exit management period will start 6 months before the expiration of the contract. The MSP will provide shadow support for at least three months and secondary support for an additional three months before the end of the O&M period or termination of the contract, as applicable at no additional cost to Purchaser. In case of termination, the exit management period will start from effective date of termination or such other date as may be decided by Purchaser but no later than 6 months from effective date of termination.
7. Closing off all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided to Purchaser.
8. The MSP shall provide necessary knowledge transfer and transition support. The deliverables are indicated below:
 - a. Updated transition plan on periodic basis
 - b. Complete documentation for the entire system handed over to the Purchaser /identified agency.
 - c. Handover of all AMC support related documents, credentials etc. for all OEM products supplied/maintained in the system.
 - d. Handover of the list of complete inventory of all assets created for the project.
 - e. Assisting the new agency/ Purchaser with the complete audit of the system including licenses and assets.

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- f. Detailed walk-throughs and demos for the solution.
 - g. Hand-over of the entire software including source code, program files, configuration files, setup files, project documentation, etc.
9. Knowledge transfer of the system to the incoming MSP to the satisfaction of the Purchaser per the specified timelines.
 10. The MSP shall be released from the project once successful transition is completed by meeting the parameters defined for successful transition

5 Implementation Schedule

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. The MSP has to ensure that all timelines are adhered to for successful rollout of the project.

5.1 Implementation and delivery timelines

Indicative Implementation Schedule

Stage	Activities/Task/Milestones	Time (in weeks)
Project Inception	Team mobilization, Deployment of key personnel and commencement of work	T+1
Documentation	<ul style="list-style-type: none"> Submission of a project plan covering all the phases Submission of project charter Risk management and mitigation plan Project Governance, Communication Plan & Escalation Matrix 	T+3
Design and Development		
UWIN Platform Implementation	Preparation & Submission of FRS & SRS	T+7
	High level design & low level design document	T+9
	Application and Solution Architecture Documents	T+11
	Deployment Architecture Document	T+12
	User Acceptance Test cases	T+13
	Functional Application Prototype	T+15
	Development and Testing of UWIN Platform	T+18
	User Acceptance Testing	T+20

	Closure on UAT observations from stakeholders	T+22
	Meeting the Go-Live Criteria as defined in the RFP 1) Migration of PMJJB Database to UWIN Platform 2) On boarding sample database size of 20,000 users in two areas, semi urban and rural(10,000 users each)	T+27
Load & Performance Testing	Setup of performance testing environment	T+20
	Perform performance testing	T+22
	Performance testing report and other tests	T+24
Training & Capacity Building		
Training	Preparation of training plan and strategy (for all stakeholders)	T+4
	Preparation of training material (CBTs, Presentations, documents, Help modules, etc.)	T+18
	Detailed training on functionalities of the application and the underlying technologies to Purchaser & other stakeholders	T+22
	Training completion report	T+24
Helpdesk		
Helpdesk Setup	Setting up of required infrastructure for Helpdesk	T+18
	Deployment and Training to the helpdesk team	T+20
	Go-Live of helpdesk	T+24
Go-Live		
Go-Live	Go-Live	T+27
Operations and Maintenance (Warranty support) for 1.5 years after Go-Live		

Processes as per ITSM standards for O&M of UWIN system	Setup Processes, procedures, Policy framework as per ITSM standards for UWIN O&M Set up	T+26
	Setup 4-seater Security Operations Centre (SOC)	T+35
	Process Audits (as defined in row above)	Ongoing (at least 1 audits per quarter)
Quarterly reports (within 2 weeks after end of every quarter)	SLA Compliance report	Ongoing
	Project Status Report	Ongoing
	Change Control Note and Report	Ongoing
	Issue/Incident reports	Ongoing

Note: For all the deliverables submitted by MSP, Purchaser will approve/reject/provide feedback to the MSP within seven (7) working days after submission of a deliverable.

6 Change Management & Control

6.1 Change Request

1. Due to the evolving nature of the project requirements and the complexity of the project, Purchaser recognizes that frequent changes may be required before, during and after rollout of the UWIN Platform. Purchaser also recognizes that these changes may require modification to the software, infrastructure and underlying processes and may thus have a financial impact.
2. MSP is required to work with the Purchaser to ensure that all changes are discussed, managed, and implemented in a constructive manner.
3. One of the key requirements is that the MSP will be responsible for providing portal availability according to defined service levels. This responsibility includes responsibility to implement upgrades, enhancements, extensions and other changes to the software application in order to maintain and extend reliable services and service delivery mechanism.
4. This section describes the procedure to be followed in the event of any proposed change to the scope of work and SLAs. Such change shall include:
 - a. Requests for requirements changes (additions, deletions, modifications, deferrals) in Scope of Work (including software)
 - b. Reports for resolving the problems in current production systems
 - c. Requests for enhancements in current production systems
 - d. Requests for new development projects
5. The Change Control process applies to base-lined work products created or managed by the members of the UWIN project. The Change control process excludes any work products that are still under development.

6.2 Purpose and Objective

The purpose of the Change Request procedure is to control changes to the UWIN System environment throughout the UWIN system solution. The Change request procedure has the following objectives:

1. To protect the UWIN System environment from uncontrolled changes.
2. To minimize the occurrence of unintended affects during the implementation of necessary changes.
3. To avoid implementation of any changes which is not reviewed, approved or analyzed.

4. To control the impact of changes and minimize the effect on effective as well as efficient service delivery.
5. MSP will implement a Change Control system that will facilitate and maintain all records pertaining to Change Control.

6.3 Institutional Framework for Change Requests

Given below is the overall Institutional Framework required to be setup for the project:

Role	Description
Change Advisory Board (CAB) Chairperson	<ul style="list-style-type: none"> • Chairperson of the change advisory board; • Purchaser employee or Purchaser nominated individual; • Final decision-making authority if CAB does not reach an agreement; • Deputes a member from the Board to be the evaluator for each change request • Deputes additional member (part of MSP team) to be the modifier for each approved change request
Change Advisory Board	<ul style="list-style-type: none"> • Constitution of Change Advisory Board (CAB): <ul style="list-style-type: none"> ○ Purchaser ○ MSP ○ Other third party agency nominated/engaged by Purchaser • CAB decides whether to approve or reject proposed changes for a specific project • Authorized to review, approve and schedule all changes to the computing environment including software • Decision of CAB will be final and binding on all parties involved
Evaluator	The person whom Purchaser asks to analyze the impact of a proposed change
Modifier	The person who is assigned responsibility for making changes in a work product in response to an approved change request; updates the status of the request over time
Originator	The person who submits a new change request

Verifier	The person who determines whether a change was made correctly
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Purchaser may constitute a Change Advisory Committee (CAC) to handle minor Change Requests (pre-defined by Purchaser). This will be headed by a Purchaser official and will include members of the MSP and other third party agency nominated by Purchaser. It will follow the processes similar to the Change Advisory Board, but will be focusing only on minor Change Requests.

6.4 Process, Timelines and Responsibility Center

The entire change request process will be implemented as mentioned below. The proposed timelines for each steps/activity and the corresponding responsibility center is also shown in the table below:

S. No.	Process	Timelines (Weeks) (Development phase/O&M phase)	Responsibility Center
1.	Authorized official from the CAB/ Purchaser (Originator) requesting a change will initiate a request in the Change Management System using his/her credentials.	Immediate	CAB/ Purchaser
2.	Once the Change request is submitted in the system, an email will automatically be triggered to: a) CAB members b) Purchaser Project Manager c) MSP Program Manager	Immediate	System
3.	Purchaser will evaluate the change request report for risks, process of evaluating & implementing change, time required for completing the change(s) and any other additional requirement/information needed to clarify the Change requested; and will provide the recommendations in the change request module by logging with	1 day/1 week	Purchaser

	their credentials.		
4.	MSP will be required to study the Change requested and log in their queries/suggestions on the requested change. This will be done by the authorized representative of the MSP in the Change Request Module.		MSP
5.	Purchaser will discuss and provide adequate responses to the queries/suggestions from the MSP on the requested change. CAB will further decide on the responses to the queries/suggestions and log the final decision in the system.	1 day/1 week	CAB
6.	Based on the responses provided by CAB, MSP will prepare and submit a techno commercial proposal.		MSP
7.	a) The MSP will submit their Techno Commercial proposal through the Change Request system. b) After submission, an email will be auto triggered to Purchaser designated official along with a copy to all the CAB committee members.	1 day/3 week	MSP
8.	a) Purchaser will evaluate the techno commercial proposal submitted by MSP and provide the recommendations to CAB. b) CAB will review the evaluation and decide on the final status. This will be logged in the change request module by authorized representatives.	2 days/2 weeks	CAB/ Purchaser
9.	a) If CAB does not approve the proposal		CAB/ Purchaser

	<p>in its entirety, then CAB 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>b) Based on the negotiation, Purchaser will submit the final recommendation to CAB and log the decisions in the change request module.</p> <p>c) If CAB approves the proposal in its entirety the Change request sign-off between CAB and MSP will be initiated.</p>		
10.	<p>During Sign-off, the form will be printed, with all supporting annexure as logged in the system. The authorized signatory from CAB 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 CAB. This form will be signed in two copies; one for the MSP and other for CAB.</p>	Immediate	CAB/MSP
11.	<p>MSP will then initiate the change following a standard predefined procedure along with proper documentation at each stage.</p>	As required/agreed	MSP
12.	<p>Once the Change is completed as per agreed timelines and specifications, CAB representatives and/or Purchaser will do the User acceptance testing and auditing respectively to provide comments/recommendations to the committee members.</p>	2 days/1 week	CAB/ Purchaser

13.	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 CAB 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.	2 days/1 week (as required)	CAB/MSP
14.	MSP will deploy the changed solution and notify CAB.	1 day/1 week	MSP
15.	Purchaser will finally review and confirm the deployed solution as per agreed standard, specifications and requirements, and provide status to CAB.		Purchaser
16.	A final sign off will be done on the 'Change Request Evaluation & Finalization' Form and completion Certificate will be issued to the MSP by CAB. A copy of this completion certificate will have to be submitted to CAB along with the invoices for this change implementation.	Immediate	CAB

Note:

1. The timelines mentioned in the table above are indicative and would be dependent on the phase of the project.
2. During development and implementation phase, the timelines are stringent and indicated above. These will be further evaluated during the project initiation. Purchaser will provide the timelines to be followed during the development and implementation phase that will be binding on the MSP.

6.5 Proposed Categories of Change

1. Application Software

a. Description

Change request for any new module/change in module/functionality/Process re-engineering etc., any new services and any new forms, etc.

b. Method of Evaluation

Man-months

c. Documents Required

- i. Detailed Project Plan
- ii. Effort Estimates (Module wise/Process wise/Screen wise, as applicable)
- iii. Resource Deployment Plan/Types of Resources
- iv. Resource Plotting Sheet
- v. CVs/Profiles of Resources (if required)
- vi. Techno-Commercial Proposal

2. Infrastructure procurement

a. Description

Additional computing resources as per Purchaser application scalability requirements

b. Method of Evaluation

Actual Cost (Prevailing Rate contract)

c. Documents Required

- i. Quantity (BoM) to be shared with Purchaser
- ii. Specifications of the Systems required
- iii. Software Licenses, if any
- iv. Warranty & Support services details
- v. Any other details as applicable

3. Helpdesk/Call Center Facility

a. Description

Additional manpower/seating capacity, based on call volume

b. Method of Evaluation

Per seat Cost

c. Documents Required

- i. Call Volume analysis/report
- ii. Resource Deployment Plan/Types of Resources
- iii. CVs/Profiles of Resources (if required)
- iv. Techno-Commercial Proposal

Note: The details of description and the documents required provided above are only indicative and these may be changed as per directions from Purchaser.

6.6 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 the following parameter, namely 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 Purchaser 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 CAB 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 Purchaser.
5. On receiving any Change Request from CAB, the MSP must submit its proposal with all the required information in the prescribed format for CAB's perusal within defined number of working days.
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 liquidated damages will be levied on the MSP. MSP must not deny the implementation of any Change requested by CAB under any circumstances, unless technical feasibility is in question. In all such matters, Purchaser's decision will be final and binding on all parties.
7. The change request should be categorized as simple, medium and complex change. The MSP must provide the list of deliverables within timelines.

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8. The acceptance criteria for any such ‘Change’ will remain the same as described in the RFP with respect to the performance and quality parameters.
 9. The final sign-off and “Acceptance Certificate” would be provided by CAB. CAB will in all such cases revert within predefined number of 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 liquidated damages will apply on the MSP. In case there is no response from CAB within the prescribed time duration the said implementation will automatically be deemed accepted.
 10. 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, CAB 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, CAB 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 CAB will be final and binding on all parties.
 11. If CAB gives any new requirement or change request, the MSP should follow the change management procedure to implement the change on additional payment basis.
 12. It is proposed that the prevailing rates for all kinds of change, as and when initiated by CAB will be taken into consideration and the proposals accordingly evaluated. In all such matters the decision of the CAB will be final and binding on all parties.
 13. During the project, there may be requirement of development changes in any of the software for UWIN platform. The MSP should build in additional fifteen percent (15%) of effort of line items (1A+1B) of 8.3 Capital Expenditure – Schedule A in Commercial Proposal of Volume 2 of RFP, which MoLE shall be free to use for implementing changes in the agreed scope. The deployment of resources would also be in line with the respective resource deployment plan of the UWIN implementation phase (Section 7.8.1 Resource Deployment Plan-UWIN implementation phase). This may be used at any time during the Operations and Maintenance phase of the project. The procedure for approval will have to mandatorily go through the change management cycle and approved by the Change Advisory Board. The deployment schedule of these resources shall be mutually agreed between MoLE & the MSP.

7. Payment Schedule

7.1. Payment Schedule for UWIN Platform

Stage	Activities/Task/ Milestones	Time in weeks	Deliverable	Payments
Project Inception	Team mobilization, Deployment of key personnel and commencement of work	T+1	Team mobilization and Project Kick-off	None
Documentation	Project Planning Documentation	T+3	Submission and acceptance of project plan covering all the phases, project charter, Risk management and mitigation plan, Project Governance, Communication Plan & Escalation Matrix Presentation on the above	10% of Contract Value for Implementation Phase
Design and Development				
UWIN Platform Implementation – Stage I	Preparation & Submission of FRS & SRS	T+7	Submission and acceptance of Functional Requirement Specifications, Software Requirement Specifications (SRS),	10% of Contract Value for Implementation Phase
	High level design & low level design document	T+9	Requirements	
	Application and Solution Architecture Documents	T+11	Traceability Matrix (RTM), High Level	

	Deployment Architecture Document	T+12	Design (HLD), Low Level Design (LLD), Application Architecture, Solution Architecture and Deployment Architecture Document	
	User Acceptance Test cases	T+13		
	Functional Application Prototype	T+15		
			Presentation on the above	
UWIN Platform Implementation – Stage II	Development and Testing of UWIN Platform	T+18	Development Status Review	18% of Contract Value for Implementation Phase
	User Acceptance Testing	T+20	Submission and acceptance of Test Plan, Test Strategy,	
	Closure on UAT observations from stakeholders	T+22	Test Design, Test Case Specification,	
			Test Execution Summary Reports, Defect Reports, Test	
	Setup of performance testing environment	T+20	Analysis & Risk Assessment, User Acceptance Reports	
	Perform performance testing and other tests	T+22	Test Log & Test Data, Deployment manual,	
	Secure Code Review	T+23	Interface Control Document, COTS	
	Performance testing and other test reports	T+24	Product User Manual, COTS Product Configuration Manual, Operations	

			Manual Secure Code Review Report, Analysis Incorporation Summary Report	
Data Migration and Sample On boarding	Meeting the Go-Live Criteria as defined in the RFP 1) Migration of PMJJBY Database to UWIN Platform 2) On boarding sample database size of 20,000 users in two areas, semi urban and rural(10,000 users each)	T+27	PMJJBY Database Migration Plan, Database Migration Acceptance Report, Data Dictionary, Database Management Report Sample On boarding Report (application, database and performance reports)	10% of Contract Value for Implementation Phase
Training & Capacity Building				
Training	Preparation of training plan and strategy (for all stakeholders)	T+4	Acceptance of Training Plan and Strategy.	5% of Contract Value for Implementation Phase
	Preparation of training material (CBTs, Presentations, documents, Help modules, etc.)	T+18		
	Detailed training on functionalities of the application and the underlying technologies to Purchaser & other stakeholders	T+22	Training Completion Report	
	Training completion report	T+24		
Pre Go-Live (including Helpdesk setup)				

Pre Go-Live	Setting up of required infrastructure for Helpdesk	T+18	Source Code of Application, Solution Documentation, Technical Helpdesk Setup, User Manual, Information Security Audit Plan, Transition Plan, Exit Management Plan	12% of Contract Value for Implementation Phase
	Deployment and Training to the helpdesk team	T+20		
	Go-Live of helpdesk	T+24		
	Submission of Source Code of application, User Manual, Information Security Audit Plan, Transition Plan, Exit Management Plan	T+24		
Go-Live				
Go-Live	Go-Live	T+27	Processes, procedures, Policy framework as per ITSM standards for UWIN O&M Set up Completion of Go-Live Pilot phase Presentation on complete Go-Live	15% of Contract Value for Implementation Phase
Operations and Maintenance (Warranty support) for 1.5 years after Go-Live				
Security Operations Setup Phase	Setup 4-seater Security Operations Centre (SOC)	T+30	SOC Commissioning report, SOC Go-Live report	8% of Contract Value for Implementation Phase
O&M Quarterly	Process Audits (as defined in	Ongoing	Quarterly Project	In Equal

reports (within 2 weeks after end of every quarter)	O&M Set up)	(at least 1 audits per quarter)	Health Reports SLA Compliance Report, Project Performance, Status report, Issue and Incident Report, Change Control Report.	quarterly instalments as per contract value for O&M Phase
	SLA Compliance report	Ongoing	GIGW Compliance,	
	Project Status Report	Ongoing	ISO 27001 Certification	
	Change Control Note and Report	Ongoing		
	Issue/Incident reports	Ongoing		

Note:

1. All payments to the Implementation Vendor shall be made upon submission of invoices along with relevant sign-offs from MoLE.
2. The MSP alone shall raise invoice for all the payments after receiving due approval/acceptance of the Deliverables the Services from the Purchaser or any nominated agency. Such invoices shall be correct and accurate and shall be raised in a timely manner within 15 days of accomplishment of obligations of the MSP and delivery of the Goods, the solutions, the Deliverables and the Services to the satisfaction of the Purchaser.
3. 12% of the Contract value for the Implementation Phase will be paid along with 6 equal quarterly instalments of the O&M Phase (2% every quarter).
4. The above payments are subject to meeting SLAs; failing which the appropriate deductions as mentioned in the SLA section of this RFP shall apply .
5. The OPEX cost as mentioned in the Commercial Bid Format (Clause 8.4 of RFP Volume 2) will be equally divided in Six QGR (Quarterly Guaranteed Revenue) payments. These six payments will be made during the duration of Operations and Maintenance Phase. 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 Liquidated Damages if any.
6. The MSP will be required to submit a compliance report every month and a consolidated compliance report at the end of 3 months (quarterly) based on which these payments would be made.

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7. The quarterly payments during the Operations and Maintenance Phase will be made upon submission of quarterly project health report, audit reports, SLA compliance report, project performance and status report, change control report and issue/ incident reports.
 8. First quarterly payment for O&M services shall be paid subject to above mentioned conditions on completion of three months post Go-Live.
 9. Any monetary figure in decimal shall be rounded off to the nearest INR
 10. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. If the project implementation/go-live is delayed, the PBG shall be extended by the bidder for such additional duration. The performance bank guarantee may be discharged/ returned by MoLE upon being satisfied that there has been due performance of the obligations of the bidder under the agreement. However, no interest shall be payable on the performance bank guarantee.
 11. In the event of the bidder being unable to service the agreement for whatever reason, MoLE would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MoLE under the agreement in the matter, the proceeds of the PBG shall be payable to MoLE as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the agreement. MoLE shall notify the bidder in writing of the exercise of its right to receive such compensation within 7 (Seven) days, indicating the contractual obligation(s) for which the bidder is in default.

8. *Service Level Agreements (SLAs)*

The SLA's specify the levels of service to be provided by the MSP to Purchaser. This level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying liquidated damages as specified in this section. The liquidated damages mentioned in this RFP are genuine pre-estimate of damages likely to flow from the breach of timelines and service levels. The liquidated damages mentioned in this RFP are not the sole and exclusive remedies available with the Purchaser for any breach and the Service Provider shall not be relieved from any obligations by virtue of payment of such liquidated damages.

A set of parameters has been identified as key to the successful implementation of the Project. If the performance of the MSP in respect of any parameter falls below the prescribed tolerance limit, liquidated damages are imposed for the breach. All the payments to the MSP are linked to the compliance with the SLA metrics specified in this section. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. Purchaser and MSP.

Definitions

1. Non-Working Days: All Sundays and Public Holidays declared by Government of India
2. Days: All Working and Non-working days (365 days in a calendar year)
3. "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during 9x7 (9:00 am to 06:00 pm) timeframe. Further, scheduled maintenance time is planned downtime taken after permission of Purchaser.
4. "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications will be 24X7X365 (per year).
5. "System or Application downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time a call is logged with the MSP of the failure or the failure is known to the MSP from the availability measurement tools to the time when the System is returned to proper operation.
6. "Availability" means the time for which the services are available for conducting operations on the UWIN Platform. Availability is defined as: $\{(Scheduled\ Operation\ Time - System\ Downtime) / (Scheduled\ Operation\ Time)\} * 100\%$

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7. “Helpdesk Support” shall mean the support center which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract. Helpdesk support is to be provided as per service window defined in this RFP.
 8. “Incident” refers to any event/abnormalities in the functioning of the any of IT Equipment/Services that may lead to disruption in normal operations of the Cloud Platform, System or Application services.

Interpretation & General Instructions

1. During O&M phase, the SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. In case the service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and shall invoke liquidated damages.
2. SLAs would be reported monthly. A Service Level breach will occur if the MSP fails to meet Minimum Service Levels on a monthly basis for a particular Service Level. Root cause analysis (RCA) to be prepared for all cases of breach in SLA’s and shared with Purchaser.
3. However, liquidated damages would be levied every quarter. The percentage of SLA violation would be the average of monthly SLA measurements for the months in that respective quarter.
4. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise “Availability and Performance Report” will be provided by the MSP every quarter in the Purchaser suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to the Purchaser shall contain the summary of all incidents reported and associated performance measurement for that period.
5. Liquidated damages are mentioned as a percentage of certain components of cost. During the Development & Implementation phase, the maximum liquidated damages are capped at 10% of Total Project Value. If the liquidated damages during Development and Implementation phase exceed 10% of the Total project value, then Purchaser reserves the right to terminate the contract.
6. During O&M phase, liquidated damages per quarter are capped at 20% of that quarter’s payment.
7. If liquidated damages calculations exceed 19% of the quarterly payment for two consecutive quarters, then Purchaser can take appropriate action including termination of the contract and forfeiting of Performance Bank Guarantee. If liquidated damages calculations in any quarter exceed 30% of quarterly payment, then Purchaser can take appropriate action including termination of the contract and forfeiting of Performance Bank Guarantee.

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8. SLA Applicability in first 90 days after Go-Live: All SLAs and consequent LDs applicable during “Operations and Maintenance” phase for UWIN System as detailed in Volume I of RFP are relaxed for first 90 days period from the Go-live. The LDs applicable for the first 90 days after Go-Live shall be as follows:-
 - a. First 30 days after Go-Live: 50 % of all applicable liquidated damages for the first 30 days after Go-Live
 - b. 30 – 60 days after Go-Live: 70 % of all applicable liquidated damages for the period 30-60 days from Go-Live.
 - c. 60-90 days after Go-Live: 90 % of all applicable liquidated damages for the period 60-90 days after Go-Live.
 9. In case there are successive breaches of SLA’s for two quarters, Purchaser can issue show cause notice to the MSP to explain their non-performance. Also Steering Committee meeting may be called wherein MSP needs to explain the action taken to prevent such recurrences in future. This is without prejudice to other rights of Purchaser.
 10. For levying liquidated damages on non-performance during sustenance support period, Quarterly payment installment of Operations & maintenance phase would be considered for calculation purpose. Liquidated damages would be deducted from the next payment being made to MSP.
 11. SLA’s are categorized under two heads depending on the phase the project is i.e. during implementation and Operations & Maintenance.

8.1. Development and Implementation

Sr. No.	SLA Parameter	Description	Target	Liquidated damages								
1.	Commencement of work including deployment of Key personnel	Deployment of identified key personnel in Purchaser, mobilization of team and commencement of work as per the project schedule	T	<p>Liquidated damages will be levied as per the following table:</p> <table border="1" data-bbox="920 469 2040 852"> <thead> <tr> <th data-bbox="920 469 1368 603">Delay in Team mobilization</th> <th data-bbox="1368 469 2040 603">Liquidated damages as % of the Total Contract value</th> </tr> </thead> <tbody> <tr> <td data-bbox="920 603 1368 683">> 0 day & <= 10 days</td> <td data-bbox="1368 603 2040 683">0.01%</td> </tr> <tr> <td data-bbox="920 683 1368 767">> 10 days & <= 20 days</td> <td data-bbox="1368 683 2040 767">0.02%</td> </tr> <tr> <td data-bbox="920 767 1368 852">> 20 days & <= 30 days</td> <td data-bbox="1368 767 2040 852">0.05%</td> </tr> </tbody> </table> <p>For each additional week after 30 days, liquidated damages of 0.01% will be levied as additional liquidated damages</p>	Delay in Team mobilization	Liquidated damages as % of the Total Contract value	> 0 day & <= 10 days	0.01%	> 10 days & <= 20 days	0.02%	> 20 days & <= 30 days	0.05%
Delay in Team mobilization	Liquidated damages as % of the Total Contract value											
> 0 day & <= 10 days	0.01%											
> 10 days & <= 20 days	0.02%											
> 20 days & <= 30 days	0.05%											
2.	Change in named Key Personnel	Key personnel team deputed at Purchaser's office to consist of same members whose names were proposed in the Bid/ project	No deviation	<p>Liquidated damages will be levied as per the following table:</p> <table border="1" data-bbox="920 1070 2040 1374"> <thead> <tr> <th data-bbox="920 1070 1480 1204">Number of Key personnel Changed</th> <th data-bbox="1480 1070 2040 1204">Liquidated damages as % of the Total Contract value</th> </tr> </thead> <tbody> <tr> <td data-bbox="920 1204 1480 1289">1 (not including Program Manager)</td> <td data-bbox="1480 1204 2040 1289">0.001%</td> </tr> <tr> <td data-bbox="920 1289 1480 1374">2 to 4</td> <td data-bbox="1480 1289 2040 1374">0.002%</td> </tr> </tbody> </table>	Number of Key personnel Changed	Liquidated damages as % of the Total Contract value	1 (not including Program Manager)	0.001%	2 to 4	0.002%		
Number of Key personnel Changed	Liquidated damages as % of the Total Contract value											
1 (not including Program Manager)	0.001%											
2 to 4	0.002%											

		start		4 to 6	0.004%								
				For each additional change, liquidated damages of 0.003% of Total Contract value will be levied as additional liquidated damages. In case the Program Manager recommended for the assignment is changed an additional liquidated damages of 0.015% of the Total Contract Value will be levied.									
3.	Delay in any of the project milestones	Measured as the difference between the planned date for the milestone and the actual date of its completion	No Deviation	Liquidated damages will be levied as per the following table:									
				<table border="1"> <thead> <tr> <th>Delay in Project milestones</th> <th>Liquidated damages as % of the value of the Phase to which the deliverable pertains</th> </tr> </thead> <tbody> <tr> <td>> 0 day & <= 10 days</td> <td>0.5%</td> </tr> <tr> <td>> 10 days & <= 20 days</td> <td>1%</td> </tr> <tr> <td>> 20 days & <= 30 days</td> <td>1.5%</td> </tr> </tbody> </table>		Delay in Project milestones	Liquidated damages as % of the value of the Phase to which the deliverable pertains	> 0 day & <= 10 days	0.5%	> 10 days & <= 20 days	1%	> 20 days & <= 30 days	1.5%
Delay in Project milestones	Liquidated damages as % of the value of the Phase to which the deliverable pertains												
> 0 day & <= 10 days	0.5%												
> 10 days & <= 20 days	1%												
> 20 days & <= 30 days	1.5%												
				For each additional week or part thereof after 30 days, liquidated damages of 2% will be levied as additional liquidated damages									
4.	Delay in overall Go-Live date	Measured as the difference between the planned date for the Go-Live and the actual date of Go-Live	No Deviation	Liquidated damages will be levied as per the following table:									
				<table border="1"> <thead> <tr> <th>Delay in Go-Live</th> <th>Liquidated damages as % of the Total Contract value</th> </tr> </thead> <tbody> <tr> <td>> 0 day & <= 15 days</td> <td>0.1%</td> </tr> </tbody> </table>		Delay in Go-Live	Liquidated damages as % of the Total Contract value	> 0 day & <= 15 days	0.1%				
Delay in Go-Live	Liquidated damages as % of the Total Contract value												
> 0 day & <= 15 days	0.1%												

				<table border="1"> <tr> <td>> 15 days & ≤ 30 days</td> <td>0.25%</td> </tr> <tr> <td>> 30 days & ≤ 45 days</td> <td>0.5%</td> </tr> </table> <p>For each additional day after 45 days, liquidated damages of 0.1% will be levied as additional liquidated damages</p> <p>If the Go-Live is achieved at least a week before the scheduled date, Purchaser will pay a performance award in the form of waiving of 25% of all Liquidated damages applicable till Go-Live.</p>	> 15 days & ≤ 30 days	0.25%	> 30 days & ≤ 45 days	0.5%
> 15 days & ≤ 30 days	0.25%							
> 30 days & ≤ 45 days	0.5%							
5.	Training and Capacity Building	Feedback to be taken from all attendees	>75% of training audience to give a satisfactory or above rating (per training)	<p>In case session is rated Satisfactory or Excellent by less than 75 percent attendees, then the MSP has to take the training session again.</p> <p>No extra payment would be due for re-training session.</p>				
6.	Change Management	Handling of Change Requests	As per timelines defined in Change Management section in the RFP (or	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Delay in Change timelines</th> <th>Liquidated damages as % of the relevant cost of Change</th> </tr> </thead> <tbody> <tr> <td>> 2 days & ≤ 5 days</td> <td>1%</td> </tr> </tbody> </table>	Delay in Change timelines	Liquidated damages as % of the relevant cost of Change	> 2 days & ≤ 5 days	1%
Delay in Change timelines	Liquidated damages as % of the relevant cost of Change							
> 2 days & ≤ 5 days	1%							

			timelines agreed during the project)	> 5 days & <= 10 days	2%
				> 10 days & <= 15 days	3%
				<p>For each additional day after 15 days, 2% of Change value will be levied as additional liquidated damages.</p> <p>This SLA will continue during the O&M phase. During O&M phase, the liquidated damages will be calculated as percentage of total Quarterly payment</p>	

8.2. Operations & Maintenance phase

8.2.1. Availability

Sr. No.	SLA Parameter	Description	Target	Liquidated damages								
7.	Availability of UWIN Portal and	Availability of UWIN Portal for at least 99.5% of time measured on monthly basis for a 24x7x365 time period.	>=99.5%	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>% Availability</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td><99.5% & >=99%</td> <td>$1\% * \{(99.5 - \text{Achieved SLA}) / 99.5\} * 100$</td> </tr> <tr> <td>< 99% & >= 98%</td> <td>$2\% * \{(99 - \text{Achieved SLA}) / 99\} * 100$</td> </tr> <tr> <td>< 98% & >= 97%</td> <td>$3\% * \{(98 - \text{Achieved SLA}) / 98\} * 100$</td> </tr> </tbody> </table> <p>For each additional drop of 1% in performance below 97%, 3% of Quarterly payments of Operations & Maintenance cost will be levied as additional liquidated damages.</p>	% Availability	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	<99.5% & >=99%	$1\% * \{(99.5 - \text{Achieved SLA}) / 99.5\} * 100$	< 99% & >= 98%	$2\% * \{(99 - \text{Achieved SLA}) / 99\} * 100$	< 98% & >= 97%	$3\% * \{(98 - \text{Achieved SLA}) / 98\} * 100$
% Availability	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
<99.5% & >=99%	$1\% * \{(99.5 - \text{Achieved SLA}) / 99.5\} * 100$											
< 99% & >= 98%	$2\% * \{(99 - \text{Achieved SLA}) / 99\} * 100$											
< 98% & >= 97%	$3\% * \{(98 - \text{Achieved SLA}) / 98\} * 100$											

8.	Availability of UWIN CRM Solution	Availability of UWIN CRM Solution for at least 99.5% of time measured on monthly basis for a 24x7x365 time period.	≥99.5%	<p>Liquidated damages will be levied as per the following table:</p> <table border="1" data-bbox="853 244 2074 632"> <thead> <tr> <th data-bbox="853 244 1140 379">% Availability</th> <th data-bbox="1140 244 2074 379">Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td data-bbox="853 379 1140 461"><99.5% & ≥99%</td> <td data-bbox="1140 379 2074 461">$1\% \times \{(99.5 - \text{Achieved SLA}) / 99.5\} \times 100$</td> </tr> <tr> <td data-bbox="853 461 1140 542">< 99% & ≥ 98%</td> <td data-bbox="1140 461 2074 542">$2\% \times \{(99 - \text{Achieved SLA}) / 99\} \times 100$</td> </tr> <tr> <td data-bbox="853 542 1140 632">< 98% & ≥ 97%</td> <td data-bbox="1140 542 2074 632">$3\% \times \{(98 - \text{Achieved SLA}) / 98\} \times 100$</td> </tr> </tbody> </table> <p data-bbox="853 647 2074 730">For each additional drop of 1% in performance below 97%, 2% of Quarterly payment of Operations & Maintenance will be levied as additional liquidated damages.</p>	% Availability	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	<99.5% & ≥99%	$1\% \times \{(99.5 - \text{Achieved SLA}) / 99.5\} \times 100$	< 99% & ≥ 98%	$2\% \times \{(99 - \text{Achieved SLA}) / 99\} \times 100$	< 98% & ≥ 97%	$3\% \times \{(98 - \text{Achieved SLA}) / 98\} \times 100$
% Availability	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
<99.5% & ≥99%	$1\% \times \{(99.5 - \text{Achieved SLA}) / 99.5\} \times 100$											
< 99% & ≥ 98%	$2\% \times \{(99 - \text{Achieved SLA}) / 99\} \times 100$											
< 98% & ≥ 97%	$3\% \times \{(98 - \text{Achieved SLA}) / 98\} \times 100$											

8.2.2. Incident/Helpdesk

	SLA Parameter	Sr. No.	Target	Liquidated damages								
9.	Helpdesk ticket/Incident Response time	Average Time taken to acknowledge and respond once a ticket/ incident is logged through one of the agreed channels. This is calculated for all tickets/ incidents reported within the reporting quarter (24x7x365)	99 % within 30 minutes	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>% transaction with more response time as mentioned in SLA table</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td><99% & >=98%</td> <td>0.5%</td> </tr> <tr> <td>< 98% & >= 96%</td> <td>1%</td> </tr> <tr> <td>< 96% & >= 94%</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional drop of 1% in performance below 94%, 1% of Quarterly payment of Operations & Maintenance cost will be levied as additional liquidated damages.</p>	% transaction with more response time as mentioned in SLA table	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	<99% & >=98%	0.5%	< 98% & >= 96%	1%	< 96% & >= 94%	2%
% transaction with more response time as mentioned in SLA table	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
<99% & >=98%	0.5%											
< 98% & >= 96%	1%											
< 96% & >= 94%	2%											
10.	Time to Resolve – Severity 1	Time taken to resolve the reported problem.	For Severity 1, 100% of the incidents should be resolved within 120 minutes of	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>% of incidents with more response time as mentioned in SLA table</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> </tbody> </table>	% of incidents with more response time as mentioned in SLA table	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase						
% of incidents with more response time as mentioned in SLA table	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											

			problem reporting	<table border="1"> <tr> <td><100% & >=99%</td> <td>1%</td> </tr> <tr> <td>< 99% & >= 98%</td> <td>2%</td> </tr> <tr> <td>< 98% & >= 97%</td> <td>3%</td> </tr> </table> <p>For each additional drop of 1% in performance below 97%, 2% of Quarterly payment of Operations & Maintenance cost will be levied as additional liquidated damages.</p>	<100% & >=99%	1%	< 99% & >= 98%	2%	< 98% & >= 97%	3%		
<100% & >=99%	1%											
< 99% & >= 98%	2%											
< 98% & >= 97%	3%											
11.	Time to resolve – Severity 2 & 3	Time taken to resolve the reported problem.	100% of <ul style="list-style-type: none"> Severity 2 within 4 hours of problem reporting Severity 3 within 16 hours of problem reporting 	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>% of incidents with more response time as mentioned in SLA table (Severity wise)</th> <th>damages as % of the Quarterly payments during Operations & Maintenance Phase Liquidated</th> </tr> </thead> <tbody> <tr> <td><100% & >=99%</td> <td>0.25%</td> </tr> <tr> <td>< 99% & >= 98%</td> <td>0.5%</td> </tr> <tr> <td>< 98% & >= 97%</td> <td>1%</td> </tr> </tbody> </table> <p>For each additional drop of 1% in performance below 97%, 1% of Quarterly payment of Operations & Maintenance cost will be levied as additional liquidated damages.</p>	% of incidents with more response time as mentioned in SLA table (Severity wise)	damages as % of the Quarterly payments during Operations & Maintenance Phase Liquidated	<100% & >=99%	0.25%	< 99% & >= 98%	0.5%	< 98% & >= 97%	1%
% of incidents with more response time as mentioned in SLA table (Severity wise)	damages as % of the Quarterly payments during Operations & Maintenance Phase Liquidated											
<100% & >=99%	0.25%											
< 99% & >= 98%	0.5%											
< 98% & >= 97%	1%											
12.	Submission of Root Cause Analysis (RCA) reports	For all Severity 1 & Severity 2 incidents resolved during	Average within 10 Working days	For delay of every 5 working days in submitting Root Cause Analysis (RCA) report above defined timelines, 0.5% of Operations & Maintenance cost for that Quarter will be levied as liquidated damages.								

		the quarter, MSP to submit RCA reports		
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8.2.3. Security

Sr. No.	SLA Parameter	Description	Target	Liquidated damages								
13.	Average uptime for the Security components	Measured as the percentage of time the Appliances at Primary and Secondary site is up and running on a monthly basis. This will be measured on 24X7 basis	>= 99.9%	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>% Uptime</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td><99.9% & >=99%</td> <td>0.5%</td> </tr> <tr> <td>< 99% & >= 98%</td> <td>1%</td> </tr> <tr> <td>< 98% & >= 97%</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional drop of 1% in performance below 97%, 1% of Quarterly payment of Operations & Maintenance will be levied as additional liquidated damages.</p>	% Uptime	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	<99.9% & >=99%	0.5%	< 99% & >= 98%	1%	< 98% & >= 97%	2%
% Uptime	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
<99.9% & >=99%	0.5%											
< 99% & >= 98%	1%											
< 98% & >= 97%	2%											
14.	Security reporting	MIS report to be submitted on quarterly basis within pre-	100% on time reporting	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Delay in submission of Security Reporting MIS</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Delay in submission of Security Reporting MIS	Liquidated damages as % of the Quarterly payments during Operations & Maintenance						
Delay in submission of Security Reporting MIS	Liquidated damages as % of the Quarterly payments during Operations & Maintenance											

		defined timelines 100% reporting of the security KPI's (defined during project start)		<table border="1"> <thead> <tr> <th>report</th> <th>Phase</th> </tr> </thead> <tbody> <tr> <td>> 1 day & <= 5 days</td> <td>0.5%</td> </tr> <tr> <td>> 5 days & <= 10 days</td> <td>1%</td> </tr> <tr> <td>> 10 days & <= 15 days</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional week after 15 days, 1% of Quarterly payment will be levied as additional liquidated damages</p>	report	Phase	> 1 day & <= 5 days	0.5%	> 5 days & <= 10 days	1%	> 10 days & <= 15 days	2%
report	Phase											
> 1 day & <= 5 days	0.5%											
> 5 days & <= 10 days	1%											
> 10 days & <= 15 days	2%											
15.	Patch updates	Availability of latest patches on the UWIN system components	All patches released , to be installed on all applicable components	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Percentage of system components on which latest patches are installed</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>>= 98% & < 100%</td> <td>0.5%</td> </tr> <tr> <td>>= 97% & < 98%</td> <td>1%</td> </tr> <tr> <td>>= 96 & < 97%</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional drop in percentage after 96%, 1% of Quarterly payment will be levied as additional liquidated damages</p>	Percentage of system components on which latest patches are installed	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	>= 98% & < 100%	0.5%	>= 97% & < 98%	1%	>= 96 & < 97%	2%
Percentage of system components on which latest patches are installed	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
>= 98% & < 100%	0.5%											
>= 97% & < 98%	1%											
>= 96 & < 97%	2%											
16.	Anti-virus signature update	Availability of latest AV signature on the	Latest AV signature to be installed	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Percentage of system</th> <th>Liquidated damages as % of the</th> </tr> </thead> </table>	Percentage of system	Liquidated damages as % of the						
Percentage of system	Liquidated damages as % of the											

		UWIN system components	on at least 98% of all applicable components within 6 hours	<p>components on which latest AV signatures are updated</p> <table border="1"> <tr> <td>>= 97% & < 98%</td> <td>0.5%</td> </tr> <tr> <td>>= 96% & < 97%</td> <td>1%</td> </tr> <tr> <td>>= 95% & < 96%</td> <td>2%</td> </tr> </table> <p>For each additional drop in percentage after 95%, 1% of Quarterly payment will be levied as additional liquidated damages</p>	>= 97% & < 98%	0.5%	>= 96% & < 97%	1%	>= 95% & < 96%	2%	<p>Quarterly payments during Operations & Maintenance Phase</p>		
>= 97% & < 98%	0.5%												
>= 96% & < 97%	1%												
>= 95% & < 96%	2%												
17.	Vulnerability assessment and closure	Yearly	Vulnerability Assessment for all systems/sub systems/net work devices shall be performed once every year and all detected vulnerabilities closed within the	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Delay in Vulnerability assessment and closure of vulnerabilities after due date (in days)</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>>= 10 & < 20</td> <td>0.5%</td> </tr> <tr> <td>>= 20 & < 30</td> <td>1%</td> </tr> <tr> <td>>= 30 & < 35</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional week delay beyond 35 days, 1% of Quarterly payment will be levied as additional liquidated damages</p>	Delay in Vulnerability assessment and closure of vulnerabilities after due date (in days)	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	>= 10 & < 20	0.5%	>= 20 & < 30	1%	>= 30 & < 35	2%	
Delay in Vulnerability assessment and closure of vulnerabilities after due date (in days)	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase												
>= 10 & < 20	0.5%												
>= 20 & < 30	1%												
>= 30 & < 35	2%												

			cycle.									
18.	Penetration testing	Yearly	Penetration Testing (external) will be conducted once every year. All detected vulnerabilities to be closed within the year.	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Delay in penetration testing and closure of detected vulnerabilities after due date (in days)</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>>= 10 & < 30</td> <td>0.5%</td> </tr> <tr> <td>>= 30 & < 40</td> <td>1%</td> </tr> <tr> <td>>= 40 & < 45</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional week's delay beyond 45 days, 1% of Quarterly payment will be levied as additional liquidated damages</p>	Delay in penetration testing and closure of detected vulnerabilities after due date (in days)	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	>= 10 & < 30	0.5%	>= 30 & < 40	1%	>= 40 & < 45	2%
Delay in penetration testing and closure of detected vulnerabilities after due date (in days)	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
>= 10 & < 30	0.5%											
>= 30 & < 40	1%											
>= 40 & < 45	2%											
19.	Reporting of Security Incidents	Any incident wherein system compromised or any actual or reasonably suspected unauthorized use of or access to provider	The provider to investigate the breach, use its best efforts to mitigate the breach's impact, collect	<p>For each breach/data theft, liquidated damages will be levied as per following criteria.</p> <table border="1"> <thead> <tr> <th>Delay in Mitigating of Security Breaches</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>Failure to Mitigate and document the response.</td> <td>1 %</td> </tr> </tbody> </table> <p>This liquidated damage is applicable per breach. These liquidated damages will be in</p>	Delay in Mitigating of Security Breaches	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	Failure to Mitigate and document the response.	1 %				
Delay in Mitigating of Security Breaches	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
Failure to Mitigate and document the response.	1 %											

		systems or any case wherein data theft occurs (including internal incidents)	evidence surrounding the breach, and document its response.	<p>addition to the SLA liquidated damages cap per quarter.</p> <p>In case of serious breach of security wherein the data is stolen or corrupted, Purchaser reserves the right to terminate the contract</p>						
20.	Security breach including Data Theft/Loss/Corruption	Any incident wherein system compromised or any actual or reasonably suspected unauthorized use of or access to provider systems or any case wherein data theft occurs (including internal incidents)	The provider to Detect the breach and Report on the details and impact of the same to Purchaser environment .	<p>For each breach/data theft, liquidated damages will be levied as per following criteria.</p> <table border="1"> <thead> <tr> <th>Delay in Detecting and reporting of Security Breaches</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>> 15 mins & <= 30 mins</td> <td>0.5%</td> </tr> <tr> <td>> 30 mins & <= 1 hours</td> <td>1%</td> </tr> </tbody> </table> <p>This liquidated damage is applicable per breach. These liquidated damages will be in addition to the SLA liquidated damages cap per quarter.</p> <p>In case of serious breach of security wherein the data is stolen or corrupted, Purchaser reserves the right to terminate the contract.</p>	Delay in Detecting and reporting of Security Breaches	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	> 15 mins & <= 30 mins	0.5%	> 30 mins & <= 1 hours	1%
Delay in Detecting and reporting of Security Breaches	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase									
> 15 mins & <= 30 mins	0.5%									
> 30 mins & <= 1 hours	1%									
21.	Delay in setting up SOC	Measured as the difference between the	No Deviation	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Delay in Project</th> <th>Liquidated damages as % of the value of the</th> </tr> </thead> </table>	Delay in Project	Liquidated damages as % of the value of the				
Delay in Project	Liquidated damages as % of the value of the									

		planned date for the milestone and the actual date of its completion		milestones	Phase to which the deliverable pertains
				> 0 day & <= 10 days	0.25%
				> 10 days & <= 20 days	0.5%
				> 20 days & <= 30 days	1%
For each additional week or part thereof after 30 days, liquidated damages of 1.5% will be levied as additional liquidated damages					

8.2.4. Performance

Sr. No.	SLA Parameter	Description	Target	Liquidated damages								
22.	MIS Reports	100% adherence to timelines of MIS Reporting as per agreed format with Purchaser	100% on time	<p>Liquidated damages will be levied as per the following table:</p> <table border="1" data-bbox="994 459 2054 895"> <thead> <tr> <th data-bbox="994 459 1388 644">Delay in submission of MIS reports</th> <th data-bbox="1388 459 2054 644">Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td data-bbox="994 644 1388 727">> 0 day & <= 3 days</td> <td data-bbox="1388 644 2054 727">0.5%</td> </tr> <tr> <td data-bbox="994 727 1388 810">> 3 days & <= 5 days</td> <td data-bbox="1388 727 2054 810">1%</td> </tr> <tr> <td data-bbox="994 810 1388 895">> 5 days & <= 7 days</td> <td data-bbox="1388 810 2054 895">2%</td> </tr> </tbody> </table> <p>For each additional day after 7 days, 1% of Quarterly payment will be levied as additional liquidated damages</p>	Delay in submission of MIS reports	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	> 0 day & <= 3 days	0.5%	> 3 days & <= 5 days	1%	> 5 days & <= 7 days	2%
Delay in submission of MIS reports	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
> 0 day & <= 3 days	0.5%											
> 3 days & <= 5 days	1%											
> 5 days & <= 7 days	2%											

8.2.5. Certifications and Audit Compliance

Sr. No.	SLA Parameter	Description	Target	Liquidated damages								
23.	Implementation of Security audit observations	100% on time (as discussed and agreed with Purchaser – For critical security observations, Purchaser to decide on timelines)	MIS report to be submitted on quarterly basis. Implementation of recommendation given by security auditor as well as MSP internal team and which have been agreed upon to be implemented by MSP and Purchaser	<p>Liquidated damages will be levied as per the following table:</p> <table border="1" data-bbox="1003 459 2051 895"> <thead> <tr> <th data-bbox="1003 459 1464 644">Delay in implementation of Security audit observations</th> <th data-bbox="1464 459 2051 644">Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td data-bbox="1003 644 1464 727">> 3 day & <= 5 days</td> <td data-bbox="1464 644 2051 727">0.5%</td> </tr> <tr> <td data-bbox="1003 727 1464 810">> 5 days & <= 15 days</td> <td data-bbox="1464 727 2051 810">1%</td> </tr> <tr> <td data-bbox="1003 810 1464 895">> 15 days & <= 30 days</td> <td data-bbox="1464 810 2051 895">2%</td> </tr> </tbody> </table> <p>For each additional day after 30 days, 1% of Quarterly payment will be levied as additional liquidated damages</p>	Delay in implementation of Security audit observations	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	> 3 day & <= 5 days	0.5%	> 5 days & <= 15 days	1%	> 15 days & <= 30 days	2%
Delay in implementation of Security audit observations	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
> 3 day & <= 5 days	0.5%											
> 5 days & <= 15 days	1%											
> 15 days & <= 30 days	2%											
24.	Non-closure of audit observations	Non closure of audit observations within specified time	0% All audit observations to be closed within defined timelines.	<p>Liquidated damages will be levied as per the following table:</p> <table border="1" data-bbox="1003 1161 2051 1370"> <thead> <tr> <th data-bbox="1003 1161 1464 1294"></th> <th data-bbox="1464 1161 2051 1294">Percentage of audit observations repeated in the next audit</th> </tr> </thead> <tbody> <tr> <td data-bbox="1003 1294 1464 1370">> 0% & <= 1%</td> <td data-bbox="1464 1294 2051 1370">0.5%</td> </tr> </tbody> </table>		Percentage of audit observations repeated in the next audit	> 0% & <= 1%	0.5%				
	Percentage of audit observations repeated in the next audit											
> 0% & <= 1%	0.5%											

				<table border="1"> <tr> <td>> 1% & ≤ 3%</td> <td>1%</td> </tr> <tr> <td>> 3% & ≤ 5%</td> <td>2%</td> </tr> </table> <p>For each additional percentage after 5%, 1% of Quarterly payment will be levied as additional liquidated damages</p>	> 1% & ≤ 3%	1%	> 3% & ≤ 5%	2%				
> 1% & ≤ 3%	1%											
> 3% & ≤ 5%	2%											
25.	Repeat of observations in past audits	No observation to be repeated in at least next two following quarters	0% No observations should be repeated.	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Number of audit observations repeated in the next audit</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>> 0 & ≤ 1</td> <td>0.25%</td> </tr> <tr> <td>> 1 & ≤ 3</td> <td>0.5%</td> </tr> <tr> <td>> 3 & ≤ 5</td> <td>1%</td> </tr> </tbody> </table> <p>For each additional percentage after 5%, 1% of Quarterly payment will be levied as additional liquidated damages</p>	Number of audit observations repeated in the next audit	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	> 0 & ≤ 1	0.25%	> 1 & ≤ 3	0.5%	> 3 & ≤ 5	1%
Number of audit observations repeated in the next audit	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
> 0 & ≤ 1	0.25%											
> 1 & ≤ 3	0.5%											
> 3 & ≤ 5	1%											
26.	ISO 27001	Within 12 months of Go-Live	To achieve the desired certification for the UWIN system	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Time for achieving the ISO 27001 certification</th> <th>Liquidated damages as % of the total payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>> 365 days & ≤ 390 days</td> <td>1.0%</td> </tr> <tr> <td>> 390 days & ≤ 420 days</td> <td>2.0%</td> </tr> </tbody> </table>	Time for achieving the ISO 27001 certification	Liquidated damages as % of the total payments during Operations & Maintenance Phase	> 365 days & ≤ 390 days	1.0%	> 390 days & ≤ 420 days	2.0%		
Time for achieving the ISO 27001 certification	Liquidated damages as % of the total payments during Operations & Maintenance Phase											
> 365 days & ≤ 390 days	1.0%											
> 390 days & ≤ 420 days	2.0%											

				<table border="1"> <tr> <td>> 420 days & <= 450 days</td> <td>3.0%</td> </tr> </table> <p>For each additional 30 days after 450 days 1% of Quarterly payment will be levied as additional liquidated damages</p>	> 420 days & <= 450 days	3.0%						
> 420 days & <= 450 days	3.0%											
27.	GIGW Compliance	Within 3 months of Go-Live	To achieve the desired compliance for the UWIN web portal	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Time for achieving the GIGW Compliance</th> <th>Liquidated damages as % of the total payment during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>> 90 days & <= 120 days</td> <td>0.5%</td> </tr> <tr> <td>> 120 days & <= 150 days</td> <td>1%</td> </tr> <tr> <td>> 150 days & <= 180 days</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional 30 days after 180 days 1% of Quarterly payment will be levied as additional liquidated damages</p>	Time for achieving the GIGW Compliance	Liquidated damages as % of the total payment during Operations & Maintenance Phase	> 90 days & <= 120 days	0.5%	> 120 days & <= 150 days	1%	> 150 days & <= 180 days	2%
Time for achieving the GIGW Compliance	Liquidated damages as % of the total payment during Operations & Maintenance Phase											
> 90 days & <= 120 days	0.5%											
> 120 days & <= 150 days	1%											
> 150 days & <= 180 days	2%											

9. Compliance to Standards & Certifications

For a big set up like UWIN, it is imperative that the highest standards applicable are adhered to. In this context, the MSP will ensure that the entire UWIN setup is certified and is in compliance with the applicable standards. Following table depicts the standards which Purchaser intends to get certified on along with the timelines:

Area	Area	Timelines
Security	ISO 27001	Within 12 months of Go-Live

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 certification cost will be borne by Purchaser (including visits, boarding, lodging of the surveyors/ auditors and certification cost). Cost relating to preparation and compliance with the above standards/certification including documentation will be borne by the MSP.

Apart from the above the MSP need to ensure compliance of the project with Government of India IT security guidelines including provisions of:

a) The Information Technology Act, 2000” and amendments thereof and

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.

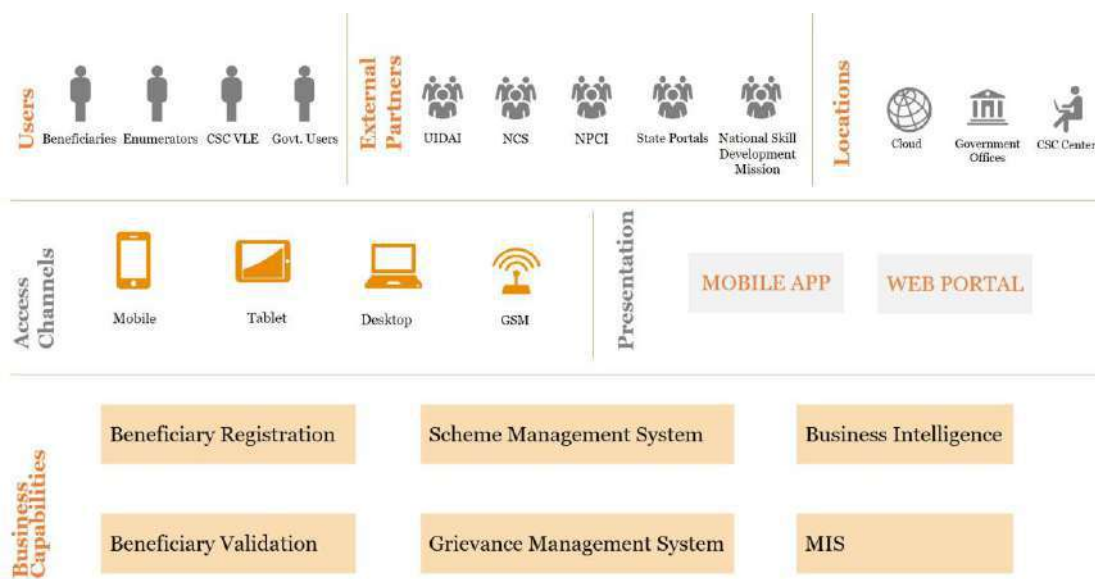
In addition, MSP shall ensure that it follows directives issued by Central Government, Government Departments and agencies and complies with provisions of all relevant act which include but are not restricted to – ‘Aadhaar Act 2016’, Subsequent circulars issued by UIDAI, “Policy on Adoption of Open Source Software for Government of India”, “Technical Standards on Interoperability framework for e-Governance”, “Policy on Open APIs for Government of India”, “National Data Sharing and Accessibility Policy” and so on.

Each Bidder should, therefore, conduct his own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

10. Annexures

10.1. Annexure A: Functional Requirements

This section describes the indicative business reference model of UWIN platform. The overview of



the components (indicative) are shown in the figure below:

Figure: Business Reference Mode for UWIN



Ecosystem Approach

Figure: UWIN System Stakeholders

Functions/ roles in brief of each of the key stakeholder are detailed below:

Major Functions of Key Stakeholders

S.No.	Name of Stakeholder of UWIN System	Major Functions
1.	Beneficiaries (Unorganized Workers)	<ul style="list-style-type: none"> a. Participate in registration and validation at the workers facilitation centres or door to door surveys b. Authenticate Aadhaar at workers facilitation centres or with door to door validators. c. Enroll for and receive social security benefits according to entitlement d. Lodge grievances e. Provide feedback on services provided by other stakeholders
2.	Central Government	<ul style="list-style-type: none"> a. Make all policy level initiatives b. Perform Budget allocation and fund disbursement to states c. Monitor all performance metrics and oversee all MIS reports d. Leverage platform to perform policy level analytics e. Perform program integrity and fraud management related

		<p>activities</p> <p>f. Maintain oversight on the scheme</p> <p>g. Resolve escalated grievances</p> <p>h. Support state governments in scheme implementation</p>
3.	State Government	<p>a. Perform UWIN related business operations, for e.g., assistance in beneficiary registration and validation, camp management etc.</p> <p>b. Conduct periodic camps & maintain worker facilitation centers</p> <p>c. Monitor usage of allocated funds</p> <p>d. Monitor performance of different modules using BI/MIS reports</p> <p>e. Analyze Fraud reports & take corrective actions</p> <p>f. Resolve grievances.</p> <p>g. Generate State level reports</p>
4.	Providers (Workers Facilitation Centres/ Validators)	<p>a. Assist beneficiaries with registration and application submission</p> <p>b. Authenticate and verify Beneficiaries who come for registration</p> <p>c. Assist beneficiaries and help them enroll for eligible schemes</p> <p>d. Create a helpdesk on premises to handhold beneficiary</p>
5.	Facilitators (Shramik Mitra, Anganwadi workers, ASHA workers)	<p>a. Encourage and assist unorganized workers with registration in collaboration with Providers/State Governments</p> <p>b. Assist unorganized workers to register for welfare schemes</p>

The table below depicts the list of functionalities envisaged for UWIN platform.

S.No	Functionality
1.	Beneficiary Registration & Validation
2.	User Management
3.	Beneficiary Interface
4.	Scheme Management
5.	Grievance Management
6.	MIS & BI
7.	Skill Mapping & UW Employment Exchange

10.1.1. Beneficiary Registration & Validation

Socio Economic Caste Census (SECC), 2011 data will be used as a source/base data for enrolment of beneficiary and their respective families. Based on SECC data, UWIN Database will be created. Specific fields from SECC database will be used as base and additional identified fields will be captured during the registration process. Based on this activity, data is finalized by input of States and made available on central server.

Functional Requirements

As part of roll out, a mobile application should be developed along with a web portal that can be used to register and validate the eligible beneficiary base in social security schemes and issue UWIN. The application should have the following functionalities:

1. Enable download of data on the device for the purpose of registration and validation.
2. User name and password authentication of door – to – door enumerators/validators and operators at the Worker Facilitation Centres.
3. Additional fields to add data apart from the SECC data will be added to capture all the relevant data required for schemes run by the government.
4. Establish presence and identity of all unorganized workers in a family along with other family members by means of an array of options present in the application.
5. Enable capturing data fields for all beneficiaries such as Aadhaar number/Aadhaar Virtual ID, name as in Aadhaar, photo, mobile number, nominee details.
6. Enable Aadhaar demographic authentication of all beneficiaries who provide their Aadhaar Number/Virtual ID.
7. Enable syncing validated unorganized workers data on the UWIN central server.
8. User Management module which enables creation/modification of users following a hierarchical structure.
9. MIS and Reporting functionality.

Detailed functional requirements of Beneficiary Registration & Validation Application are listed below:

10.1.1.1. Module Description

Socio Economic Caste Census (SECC), 2011 data will be used as a source/base data for enrolment of unorganized workers and their families.

Since SECC is the base data being used for validation of beneficiaries, additional fields identified will be added to SECC database and will be duly captured by the Worker Facilitation Center operators or field enumerators/ validators during the enrollment process.

Once data is finalized from SECC and additional details are captured by the Worker Facilitation Center, unique UWIN ID will be generated. UWIN IDs are generated for each unorganized worker working in the country. The UWIN ID will be 10 digit unique number created for all beneficiaries using verhoeff algorithm. A Specific range will be given to all the states and the unique number will be generated considering the range allocated to the state in which the UWIN is generated. MSP may also propose a unique logic that shall be followed for UWIN ID generation considering the state code shall be a prefix before the numerical digits.

The data will be accessible in a secure manner to only authorized users to download and carry out the validation. The users will be able to download data pertaining to only assigned blocks/tehsils/districts and only in registered secure devices.

However, it is important to note that not all the data fields in SECC data are relevant to UWIN and at the same time some data fields are required for UWIN which are not captured in SECC data.

Following data fields from SECC will be part of UWIN:

- 1) State Code
- 2) District Code
- 3) Tehsil/Sub District Code
- 4) Name of the person
- 5) Address
- 6) Permanent Address
- 7) Gender (1 - Male 2- Female 3- Transgender)
- 8) Date of Birth
- 9) Marital Status (1 - Never married 2 - Currently married 3 - Widowed 4 - Separated 5 – Divorced)
- 10) Name of Father
- 11) Name of Mother
- 12) Occupation / Activity
- 13) Main Source of Income / Earnings from (0 - rag picker 1 - Beggar 2 - Domestic worker 3 - Street vendor/ Cobbler/hawker / Other service provider working on streets 4 - Construction worker/ Plumber/ Mason/ Labor/ Painter/ Welder/ Security guard/ Coolie and other head-load worker 5 - Sweeper/ Sanitation worker / Mali 6 - Home-based worker/ Artisan/ Handicrafts worker / Tailor 7 - Transport worker/ Driver/ Conductor/ Helper to drivers and conductors/ Cart puller/ Rickshaw puller 8 - Shop worker/ Assistant/ Peon in small establishment/ Helper/ Delivery assistant / Attendant/ Waiter 9 - Electrician/ Mechanic/

Assembler/ Repair worker 10 - Washer-man/ Chowkidar 11 - Other work Non-work 12 - Non-work (Pension/ Rent/ Interest, Etc. 13 - No income From Any Source)
 14) Disability (1 - In Seeing 2 - In Hearing 3 - In Speech 4 - In Movement 5 - Mental Retardation 6 - Mental Illness 7 - Other disability 8 - Multiple disability 9 - Not disabled)

The following data fields will be captured by common service centers or field validators/enumerators. These data fields will be captured for all the beneficiaries.

- 1) Aadhaar Number/ Aadhaar Virtual ID
- 2) Mobile Number
- 3) Photograph of each Individual member
- 4) Name and relation of nominee
- 5) Bank Account Number & IFSC
- 6) Secondary Occupation 1
- 7) Secondary Occupation 2
- 8) Annual Income of Self
- 9) Annual Income of Family
- 10) Nominee Address
- 11) BPL/MAPL Status
- 12) Migrant Worker
- 13) State of Migrant Worker From
- 14) Universal Account Number of EPFO
- 15) Ration Card Number
- 16) Minority Status

Since UWIN database should have nuclear family units and associated family networks, the provision to link several individual profiles together as a family also needs to be built in. This can be carried out by capturing UWIN numbers of the already registered family members during registration process. Hence the following details of family members should also be captured:

- 1) UWIN Number
- 2) Name
- 3) Relationship to the individual being registered

Provision to add and link multiple family members is required to be created.

Business Requirements

Key business requirements for this module are:

- State wise flagging of SECC data of targeted unorganized workers along with their families.
- Generation of 10 digit UWIN ID for all approved SECC & Aadhaar Authenticated beneficiaries.
- Provision of user creation at 5 levels:
 - I. Admin level user
 - II. State level user
 - III. District level user
 - IV. Tehsil level user
 - V. Validator (Workers Facilitation Centres) level user
- Provision of sharing beneficiaries' data with authorized users (State, District, Tehsil and Operator level) as per geographic level.
- Provision of registering Validators
- Provision of registering Facilitators
- Provision of registering Devices
- Provision of assigning blocks to Validators and Devices.

10.1.1.2. User Management Module

A web portal will be created for User management and MIS.

A robust user management module will be developed to manage beneficiaries' database. Below are the categories of the users that needs to be created

- 1) Admin level user
- 2) State level user
- 3) District level user
- 4) Tehsil level user
- 5) Operator level user/ Worker Facilitation Centre level user
- 6) Reporting user
- 7) State (Agency) User
- 8) District (Agency) User
- 9) Tehsil (Agency) User

The users will be allowed to perform following functions as per their level:

S No	User Level	Key functionalities
1	Admin level user	<ul style="list-style-type: none"> • Create State level user in the system through web portal • View MIS of validation exercise for the entire country
2	State level user	<ul style="list-style-type: none"> • Create District and Tehsil levels users in the system through web portal • Map each District to a District level user. • Downloading of SECC data for all assigned blocks through web portal • View MIS of validation exercise for all Districts. • Able to create State (Agency) User • Able to monitor state level grievance redressal applications and their status
3	District level user	<ul style="list-style-type: none"> • Create Tehsil level users in the system through web portal • Map each Tehsil to a Tehsil level user. • Downloading SECC data for all assigned blocks through web portal • View MIS of validation exercise for all Tehsils under the district. • Able to monitor district level grievance redressal applications and their status
4	Tehsil level user	<ul style="list-style-type: none"> • Create Operator level users/WFC level users in system through web portal • Register devices in the system through web portal • Map each block to an Operator level user and a device through web portal • Map WFC to block or blocks, one or many operators at each WFC and all the devices being used by the operators • Downloading of SECC data for all assigned blocks through web portal. • View MIS of validation exercise for all assigned blocks
5	Operator level user/ Worker Facilitation Centre level user	<ul style="list-style-type: none"> • Download of SECC data for assigned block(s) through app • Upload of SECC data along with additional fields captured for assigned block through app • At WFCs, when online, searching the entire SECC database and not just of assigned blocks to register migrant workers
6	Reporting User	<ul style="list-style-type: none"> • Ability to get a summary of Key KPI's related to survey at national, state, district, tehsil and block level • Ability to drill down into lower level • Ability to get notifications in case of any alarms wrt. Survey.
7	State (Agency) user	<ul style="list-style-type: none"> • Create District (Agency) and Tehsil (Agency) levels users in the system through web portal • Map each District to a District level (Agency) user. • Downloading of SECC data for all assigned blocks through web portal

8	District (Agency) User	<ul style="list-style-type: none"> • Create Tehsil (Agency) level users in the system through web portal • Map each Tehsil to a Tehsil level (Agency) user. • Downloading of SECC data for all assigned blocks through web portal
9	Tehsil (Agency) User	<ul style="list-style-type: none"> • Create Operator level users in system through web portal • Register devices in the system through web portal • Map each block to an Operator level user and a device through web portal • Downloading of SECC data for all assigned blocks through web portal

All users are authenticated on UWIN server through Username – Password authentication in online mode. However “Operator level” user might have to login into the device even when connectivity is unavailable. For such cases, there will be provision of logging in the field device with a self-created PIN. However for data upload and sync operators with UWIN, the operator will be authenticated through Username and password authentication only.

Note: In case the State Governments decide to carry out periodic registration camps instead of door-to-door enumeration, the Worker Facilitation Centre Level user functionalities will be made available to field operators in registration camps in registered devices.

Business Requirements

Key business requirements for this module are:

- Provision will be made in the system to create 9 categories of users through web portal:
 - 1) Admin level user
 - 2) State level user
 - 3) District level user
 - 4) Tehsil level user
 - 5) Block level user
 - 6) National/State/District/Tehsil Reporting user
 - 7) State (Agency) User
 - 8) District (Agency) User
 - 9) Tehsil (Agency) User

- Provision of authenticating users with Username Password Authentication in online mode. All users other than block validators would be authenticated in online mode.
- Provision of offline PIN based authentication for block validators for logging into devices in offline mode.

Admin level users

- Provision of creating State level users in the system through web portal.
- Creation of Authorization to View MIS of validation exercise for entire country.

State Level users

- Provision of creating district and tehsil level users in the system through web portal.
- Provision of mapping each district to a district level user.
- Provision of downloading the SECC data state, block wise through web portal.
- Creation of Authorization to View MIS of validation exercise for all districts.
- Creation of State agency user

District Level users

- Provision of creating tehsil level users in the system through web portal.
- Provision of mapping each Tehsil to a Tehsil level user.
- Provision of downloading of SECC data for all assigned blocks through web portal
- Creation of Authorization to View MIS of validation exercise for all Tehsils under the district.

Tehsil Level users

- Provision of creating operator level users in system through web portal.
- Provision of registering devices in the system through web portal.
- Provision of mapping each block to an operator level user and a device through web portal.
- Downloading the SECC data for all assigned blocks through web portal.
- Creation of Authorization to View MIS of validation exercise for all assigned blocks.

Operator Level users/ WFC level users

- Provision of downloading SECC data for assigned block(s) through app.
- Provision of uploading data through app.
- Provision of downloading the SECC data for assigned block through web portal.

- Provision will be made so that State, District and Tehsil level users of Government will be able to modify any record using web based application. This might be used in some exceptional circumstances, if field validation is carried on paper, data may be entered on the web. But access to this functionality will remain with Government officials only.
- Provision of sharing beneficiaries' data with authorized users (State, District, Tehsil and Operator level) as per geographic level grouped block wise.
- Provision of registering Operators
- Provision of registering Devices
- Provision of assigning blocks to Operators and Devices.
- Provision at WFCs for searching the entire SECC database and not just blocks assigned in order to register migrant workers/family members

Reporting Users

- Provision to receive and see reports for their Respective regions
- Provision to drill down into a region below their designated hierarchy. For e.g. a reporting user at state level should be able to drill down into the reports at district, tehsil and block level. However he should not be allowed to drill down to upper levels.

State (Agency) User

- Create District (Agency) and Tehsil (Agency) levels users in the system through web portal
- Map each District to a District level (Agency) user.
- Downloading of SECC data for all assigned blocks through web portal

District (Agency) User

- Create Tehsil (Agency) level users in the system through web portal
- Map each Tehsil to a Tehsil level (Agency) user.
- Downloading of SECC data for all assigned blocks through web portal

Tehsil (Agency) User

- Create Operator level users in system through web portal
- Register devices in the system through web portal
- Map each block to an Operator level user and a device through web portal
- Downloading of SECC data for all assigned blocks through web portal

User Update

User Update Process

Users created would need to be updated at regular intervals. Following types of updates would be allowed in the system and would be applicable as per the business rules in the section User Update Rules.

- Mobile Number of the user
- Location of the User
- Email id of the user
- Designation of the user
- IMEI of the validator
- Blocks assigned to a Validator

Some of these changes e.g. Mobile number update would be allowed to be changed at the level of the user itself with appropriate validations such as pin authentication, email activation link etc. Others would need an approval to be done using a hierarchy as discussed in the section User Update Rules.

User Update Rules

Mobile Number

	Mobile Number of - >	Govt. State User	Govt. District User	State User	District User	Tehsil User	Block User	Reporting User
Responsible	Govt. State User	R						
	Govt. District		R					

	User							
	State User			R				
	District User				R			
	Tehsil User					R		
	Block User						R	
	Reporting User							R
Approver	Govt. State User	A						
	Govt. District User		A					
	State User			A				
	District User				A			
	Tehsil User					A		
	Block User						A	
	Reporting User							A

Any user should be allowed to update his mobile number using OTP based login. Here responsibility of initiating the request and approval lies with self.

IMEI Number:

Update of the IMEI number should rest with the immediate level above the block Validator. The immediate level should be mapped to the parent level. Approval should be one authority above the role who has initiated the IMEI update request.

	IMEI Number of - >	Govt. State User	Govt. District User	State User	District User	Tehsil User	Block User
Responsible	Govt. State User						
	Govt.						

	District User						
	State User						
	District User						R
	Tehsil User						R
	Block User						
Approver	Govt. State User						I
	Govt. District User						I
	State User						A
	District User						A
	Tehsil User						
	Block User						

Email Id:

	Mobile Number of - >	Govt. State User	Govt. District User	State User	District User	Tehsil User	Block User	Reporting User
Responsible	Govt. State User	R						
	Govt. District User		R					
	State User			R				
	District User				R			
	Tehsil User					R		

	Block User						R	
	Reporting User							R
Approver	Govt. State User	A						
	Govt. District User		A					
	State User			A				
	District User				A			
	Tehsil User					A		
	Block User						A	
	Reporting User							A

Any user should be allowed to update his own email id which can be activated by using a link sent on the email for verification.

Designation of the user

Designation of the user can be initiated only a level above the designation of the user in the location in which the user is currently active. The approval would lie with the designation which is one above the proposed designation of the user.

	Designation of ->	Govt. State User	Govt. District User	State User	District User	Tehsil User	Block User
Responsible	Govt. State User		R	R			
	Govt. District User						
	State User				R		
	District User					R	R

	Tehsil User						R
	Block User						
Approver	Govt. State User		A	A	I	I	
	Govt. District User				I		
	State User				A	A	A/I
	District User						A
	Tehsil User						
	Block User						

Location of the User

Location of the user can be initiated only a user role above the designation of the user in the location in which the user is currently active. The approval authority would be a user with one role higher in the proposed location of transfer.

	Location of ->	Govt. State User	Govt. District User	State User	District User	Tehsil User	Block User	Reporting User
Responsible	Govt. State User		R	R				
	Govt. District User							
	State User				R			
	District User					R	R	
	Tehsil User						R	
	Block User							
	Reporting User							R*
Approver	Govt. State User		A	A	A	I		

	Govt. District User							
	State User					A	A	
	District User						A	
	Tehsil User							
	Block User							A*
	Reporting User							

*- By a higher level reporting user.

Blocks assigned to the user

Changes in Blocks assigned to a validator can be initiated by a designation above the block validator and needs to be approved by a user role above the initiator. Information about block changes need to be sent to the government users for tracking purpose.

	Blocks Assigned to ->	Govt. State User	Govt. District User	State User	District User	Tehsil User	Block User
Responsible	Govt. State User						
	Govt. District User						
	State User						
	District User						R
	Tehsil User						R
	Block User						
Approver	Govt. State User						I
	Govt. District User						I

	User						
	State User						A
	District User						A
	Tehsil User						
	Block User						

10.1.1.3. Beneficiary Data Validation Module

The nodal department of state government will carry field validation exercise with pre-populated SECC data and additional fields on mobile tablet devices. The State Government may choose to carry out registrations camps and maintain worker facilitation centers in order to carry out this validation activity as well. The objective of field exercise is to capture following information:

- To capture the details of unorganized workers in the family.
- To capture the status of each member of family.
- Re-defining of Head of Family in case of death of head of the family, migration or no information available. Smaller nuclear family units may also be carved out of what had been captured in SECC. In this case multiple new Heads of the family may be identified.
- Aadhaar details for all members of family (if members available to provide consent).
- Mobile number
- Aadhaar consent
- Photo of all available members of family
- Nominee details
- Building a family network with Unorganized Workers as primary member and recording other member and their relationship to the worker along with those who are dependents.
- Bank account details with consent

In online environment, the device will connect with UWIN server for following activities:

- Login to UWIN server.
- Download data of SECC beneficiaries along with additional fields from UWIN server.
- Verify details linked to Aadhaar number/Virtual ID with demographic authentication.
- Update mobile number.

- Upload data of validated beneficiaries on UWIN sever.
- Search entire SECC database to locate migrant workers

The application will have provision, so that these activities may be performed in offline mode also by storing data on local device and then performing validations when connected to UWIN server. Worker will receive a message when the UWIN ID will be generated and in case of any concern he/she might be contacted again in order to complete the validation process.

Business Requirements

An android based mobile application will be created for data validation exercise along with an online portal. The application will have following functionalities.

Operator login and data download

Each operator will carry out validation exercise with beneficiaries by setting up camps, operating WFCs or through door to door survey as decided by the state government. The admin users of enrollment agency (Tehsil or District level) will map each IMEI number of tablet/mobile/desktop of an operator. The operator will be able to login from any registered device by using Username – Password Authentication. On successful authentication, beneficiary data of assigned block will be downloaded on to the device. Further UWIN server will also check if latest version of enrollment application has been installed on the device. Once data of unorganized worker along with additional details captured is validated, the operator will be able to upload it back to the UWIN server.

Key business requirements for this module are:

A. First login by operator

- Operator will be able to login on to the UWIN server using username and password based authentication.
- Operator login UWIN server with a combination of Username and Password provided by District Level User. It is verified from UWIN server whether the device is registered as operator.
- If both operator and device are registered, he is authenticated.
- If operator is successfully authenticated with UWIN Server, he will be generating a PIN. The PIN will be used in offline mode when the user will not be able to authenticate with the UWIN Server.
- It will be checked if the device has latest version of verification application software. (Version checking will not happen on every login).
- If latest version is not installed on the device, the operator will be forced to update version of verification application.

- Once version of verification application is updated, the operator will be able to download data of assigned Block.

B. Subsequent login by operator

- Operator will be able to login on to the UWIN server with either (a) Username Password authentication or (b) PIN based login.
- Pin based login will be used for logging in when connectivity is not available.
- During data upload, data download or sync operations, the operator will necessarily use Username - Password Authentication.
- The operator will be able to see dashboard on the home screen of the application.

Search module

When a beneficiary visits a registration camp or Worker Facilitation Center, he does not have any SECC identifier. Therefore a robust search module needs to be developed. The operator should be able to search details of complete family based on search parameters. Since SECC data is stored locally on the device, the search module works even if there is no connectivity.

Key business requirements for this module are:

- Operator is able to search any record based on following parameters:
 - Household Number of SECC (In case of Door to Door enumeration)
 - Name of any member of family along with location details such as Gram Panchayats, talukas etc

Search using UWIN of a family member:

If one of the family members has already registered and received a UWIN, the operator should be able to search details of other family members linked to registered UWIN or initiate a new registration linked to the already generated UWIN. If an individual has been listed as a spouse, child, nominee of an Unorganized Worker and now wants to register themselves as an Unorganized Worker, they would be able to do so by searching using UWIN of already registered family member and defining their relationship. If details provided by the individual are different from that previously declared by a family member, the individual's version shall be stored as the updated/final version.

Capturing household and member status

Once details of unorganized worker and family are retrieved from SECC data, the operator starts validation process by capturing following data points:

- Aadhaar No/Virtual ID (If aadhaar not available, EID can also be used for registration.)
- Name of the beneficiary as in Aadhaar
- Mobile Number
- Photograph of each Individual member
- Name and relation of nominee
- Bank Account Number and IFSC Code

Additional Data and documents will be captured during the enrollment process of a scheme. All relevant fields will be finalized before the commencement of the project. Few Fields that will be captured during the enrollment of scheme are listed below

- Bank Account Details and IFSC Code
- Secondary Occupation 1
- Secondary Occupation 2
- Annual Income of Self
- Annual Income of Family
- Account Type
- Nominee Address
- BPL/MAPL Status
- Migrant Worker
- State of Migrant Worker From
- Universal Account Number of EPFO
- Ration Card Number
- Minority Status

Key business requirements for capturing household and member status while performing Door To Door validation are:

- The operator marks status of household as one of followings:
 - Household Found (If at least one family member is available).

- Household not found (If confirmed by local government official that the house is available but no family member is present).
- Family migrated (If confirmed by local government official that the family has migrated).
- No member is living in household (If there is no information available about household).

Once household is identified but HoF has died, migrated or no information is available, then available beneficiary is authorized to choose a new HoF from given family members.

- If the household is available and the operator is able to see details of each member of that family, then operator marks status of each member as one of the following:
 - Member found & present.
 - Member found but not present.
 - Member migrated
 - Member died (verbally confirmed by either member present or local Government official).
 - No information available.
- If member status is marked as either of following, then no further information is captured about that beneficiary:
 - Member Died (verbally confirmed by either member present or local Government official).
 - Member Migrated (verbally confirmed by either member present or local Government official).
 - No information available (No information is available about member).
- If member status is marked as either of following, then other information like Aadhaar/Virtual ID,EID, Mobile, Consent etc are captured:
 - Member found & present
 - Member found but not present

Table 1: UWIN database fields and associated rules

#	Field Name	Source	Options	Editable/ Non- editable	Documentary Proof

1	State Code	SECC	-	Non-editable	-
2	District Code	SECC	-	Non-editable	-
3	Tehsil/Sub District Code	SECC	-	Non-editable	-
4	Name of the person	Aadhaare-KYC	-	Non-editable (As on Aadhaar)	-
5	Address	SECC	-	Editable	Mandatory - Proof of current address
6	Permanent Address	Aadhaare-KYC	-	Non-editable (As on Aadhaar)	-
7	Gender	SECC	1. Male 2. Female 3. Transgender	Non-editable	-
8	Date of Birth	Aadhaare-KYC		Non-editable (As on Aadhaar)	Mandatory Proof of Age certificate
9	Marital Status	SECC	1. Never married 2. Currently married 3. Widowed 4. Separated 5. Divorced	Editable	Not mandatory (provision to upload marriage, divorce, death certificate)
10	Name of Father	SECC	-	Editable	-
11	Name of Mother	SECC	-	Editable	-
12	Occupation	SECC	Drop down with the 122 types of	Editable	Mandatory - Self

	/ Activity		work classified as unorganized worker		declaration about being an unorganized worker
13	Main Source of Income / Earnings from	SECC	<p>0. rag picker</p> <p>1. Beggar</p> <p>2. Domestic worker</p> <p>3. Street vendor/ Cobbler/hawker / Other service provider working on streets</p> <p>4. Construction worker/ Plumber/ Mason/ Labor/ Painter/ Welder/ Security guard/ Coolie and other head-load worker</p> <p>5. Sweeper/ Sanitation worker / Mali</p> <p>6. Home-based worker/ Artisan/ Handicrafts worker / Tailor</p> <p>7. Transport worker/ Driver/ Conductor/ Helper to drivers and conductors/ Cart puller/ Rickshaw puller</p> <p>8. Shop worker/ Assistant/ Peon in small establishment/ Helper/ Delivery assistant / Attendant/ Waiter</p> <p>9. Electrician/ Mechanic/ Assembler/ Repair worker</p> <p>10. Washer-man/ Chowkidar</p> <p>11. Other work Non-work</p> <p>12. Non-work (Pension/ Rent/ Interest, Etc.</p> <p>13. No income From Any Source</p>	Editable	-
14	Disability	SECC	<p>1. In Seeing</p> <p>2. In Hearing</p>	Editable	Mandatory Disability

			3. In Speech 4. In Movement 5. Mental Retardation 6. Mental Illness 7. Other disability 8. Multiple disability 9. Not disabled		Certificate or Universal Disability ID (UDID)
15	Aadhaar No / Virtual ID	Directly from the beneficiary/ UIDAI Database	1. In Seeing 2. In Hearing 3. In Speech	Non-editable for Aadhaar but Editable for Virtual ID	Mandatory - Signed Aadhaar Consent Form scanned and uploaded
16	Mobile Number	Directly from the beneficiary	-	Editable	-
17	Photograph of each Individual member	Taken during validation with mobile device/ webcam	-	Editable	-
18	Name and relation of nominee	Directly from the beneficiary	Select one of the family members linked	Editable	Nominee's aadhaar number/ virtual ID (with consent form)
19	Bank Account Number & IFSC	Directly from the beneficiary		Editable	Mandatory Scanned Copy of Bank Account Passbook
20	Secondary Occupation 1		Drop down/search with the 122 types of work classified as unorganized worker + provision to enter manually	Editable	-
21	Secondary Occupation 2		Drop down/search with the 122 types of work classified as unorganized worker + provision to	Editable	-

			enter manually		
22	Annual Income of Self		<ol style="list-style-type: none"> 1. <10,000 2. 10,000- 1,00,000 3. 1,00,000- 5,00,000 4. >5,00,000 	Editable	-
23	Annual Income of Family		<ol style="list-style-type: none"> 1. <10,000 2. 10,000- 1,00,000 3. 1,00,000- 5,00,000 4. >5,00,000 	Editable	-
24	Nominee Address	Directly from the beneficiary	-	Editable	-
25	BPL Status	Directly from the beneficiary	<ol style="list-style-type: none"> 1. APL 2. BPL 3. Antodaya 	Non-editable	Mandatory Ration Card
26	Ration Card Number	Directly from the beneficiary	-	Non-editable	Mandatory Ration Card
27	Migrant Worker	Directly from the beneficiary	<ol style="list-style-type: none"> 1. Yes 2. No 	Editable	-
28	In case of migrant workers – domicile state	Directly from the beneficiary	<p>Dropdown with name of all states.</p> <p>If registered with any State Government as an Unorganized worker, provision to add registration number/ state UW ID</p>	Non-editable	Proof of Address from domicile state
29	Universal Account Number of EPFO	Directly from the beneficiary	-	Editable	UAN Card
30	Minority Status	Directly from the beneficiary	-	Non-Editable	Mandatory Minority Status Certificate

31	Spouse's Details	Directly from the beneficiary	Provision to add details of the spouse: <ol style="list-style-type: none"> 1. Aadhaar details 2. Mobile Number 3. Address (if it is different from the address already provided) 4. Is the spouse also UW 	Editable	Not mandatory (Provision to upload ration card, marriage certificate, self-declaration as UW, Aadhaar consent etc.)
32	Children's details	Directly from the beneficiary	Provision to add details of children: <ol style="list-style-type: none"> 1. Aadhaar details 2. DOB and Age 3. Bank Account details 	Editable	Not mandatory (Provision to upload birth certificate, mark sheets, proof of age, education details, schemes availed if any)
33	Dependent Parents	Directly from the beneficiary	Provision to add details of parents: <ol style="list-style-type: none"> 1. Aadhaar details 2. DOB and Age 3. Are they UW or have they been UW in the past 	Editable	Not mandatory (Provision to upload death certificate, proof of age, aadhaar consent, UW self-declaration etc)

Capturing Aadhaar and Consent

Once status of household and member is marked in the system, Aadhaar number/Virtual ID and consent will be captured by the operator.

As per UIDAI Circular 1 of 2018, Aadhaar Number holders will have an option of sharing Virtual ID (VID) instead of their Aadhaar number during Aadhaar authentication process. MSP shall ensure Aadhaar number holders can provide the 16-digit VID instead of Aadhaar number within the UWIN application and portal. Once validated, the storage of Aadhaar number is restricted and since VID is a temporary number, in order to ensure uniqueness of beneficiary in the database, UIDAI in

response to the authentication and Limited KYC request would return a unique UID Token. This token will remain same for an Aadhaar number for all authentication requests by the UWIN portal users. The UID Token will be a 72 character alphanumeric string meant only for system usage. MSP will ensure that the UWIN database has the provision for storing UID token along with Aadhaar number. The UWIN application should also have the functionality to carry out demographic match by using UID token instead of Aadhaar number in authentication input.

In case of online connectivity, the operator has provision of instant demographic authentication with UWIN server (which in turns validates with UIDAI CIDR). Demographic authentication will be done with UID and “Name on Aadhaar”. The operator will get immediate response from UWIN server if Aadhaar is authenticated (if connectivity is available).

However, if connectivity is not available during validation exercise, the demographic authentication will take place in the background. In case Aadhaar number/Virtual ID of beneficiary is not successfully authenticated, the beneficiary will be marked as “failed authentication”. The operator will be able to edit Aadhaar number/Virtual ID and Name on Aadhaar for non-authenticated beneficiaries for re-verification. The operator visits beneficiary again or beneficiary is asked to visit the nearest WFC to capture correct Aadhaar Number/Virtual ID and Name on Aadhaar card. The data is again uploaded on to the UWIN server and this process continues till data is validated for all beneficiaries in assigned enumeration block.

Once Aadhaar is demographically authenticated, a green flag is marked in front of Aadhaar number.

The operator provides paper based consent form to the beneficiary, who signs and returns back to the operator before the Aadhaar details are captured.

Available family member will be allowed to submit details of other family members, who are not present. For non-available family members, all fields except photo will be captured. However presence of at least one family member is mandatory for data collection of non-available family members.

The Aadhaar numbers/Virtual IDs uploaded on the UWIN server are verified with demographic authentication. Demographic authentication will be done with UID and “Name on Aadhaar”.

The operator will physically verify if name on Aadhaar/EID is similar to name in SECC database to ensure that Aadhaar belongs to same person. He will mark a flag on system whether name is verified and operators will be given a provision to update the database as per latest information available on Aadhaar card rather than relying on SECC Database for name.

To sum up, there will be 4 scenarios while capturing identification documents for each family member:

- 1) Beneficiary has Aadhaar card: Aadhaar card is scanned with QR code. If QR code is not captured, then number is manually captured. The beneficiary will also have the option of stating that the Virtual ID created by the beneficiary be entered instead of the Aadhaar number. If Aadhaar is captured with QR code, then “Name on Aadhaar” will be automatically captured in an editable box. However if Aadhaar is captured manually, then Name is populated as present in SECC database through Search function of the application. Later the correction in the name can be performed once the demographic authentication fails. The operator also collects consent form.
- 2) Beneficiary provides Aadhaar number/Virtual ID but does not have Aadhaar card: Aadhaar number/Virtual ID is captured manually. The Name should be automatically populated in an editable text box from SECC database through Search function of the application. The operator also collects consent form.
- 3) Beneficiary has EID number: EID number is captured along with photocopy of EID slip, which is scanned by the operator. The operator also collects paper based consent form.
- 4) Beneficiary does not have Aadhaar/VID/EID: Beneficiary does not have Aadhaar card or the EID, the enrollment of the beneficiary will not happen till the time he/she presents the Aadhaar card in case of door to door enrollments. But in case of Worker Facilitation Centers unorganized workers will be able to register for Aadhaar card. Post registration the user will be shared with EID which they can use for the registration purpose

Capturing Mobile number

Mobile number is vital information for informing beneficiaries about enrollment confirmation. Hence mobile number is mandatory to be captured for all beneficiaries. Multiple members may share same mobile number. If mobile number is not available, the beneficiary is advised to produce mobile number of other family/relative/friends.

A flag is maintained whether mobile number belongs to self or family/relative/friends.

The mobile number is captured for following categories of members:

S No	Scenario	Member availability
1	Member available	Yes
2	Alive but not present	No

Capturing Photograph

Photograph serves as important parameter for identification of beneficiary during service delivery.

The provisions should be made in the application so that a box appears on the camera, which enables operator to capture full face clearly.

The operator will capture photograph of all available members.

Capturing Relationship with Unorganized Worker

For each beneficiary, the relationship with unorganized worker will be captured. The relationship categories will be are listed below

Key business requirements for capturing Relationship with UW are:

The categories of relationship are:

- Self
- Spouse
- Father
- Mother
- Son
- Daughter
- Brother
- Sister
- Grandson
- Granddaughter

An additional field to capture their dependent/non-dependent status with respect to the unorganized worker is also captured.

Nominee Details

Beneficiary can choose any member as nominee from within family. In case beneficiary wants to nominate someone who is not part of SECC data, then his name and relationship will be captured.

Data upload

Once validation is completed for all members of family, the validated data needs to be uploaded on UWIN server. The operator and device will be authenticated at time of data upload. This requires Username – Password based authentication. The authentication is mandatory, every time data upload process takes place. On successful completion of upload process, a confirmation message is displayed on the device.

In case of online connectivity, the Aadhaar Demographic authentication will happen on the spot while beneficiary details are being captured. The operator will get immediate response from UWIN server if Aadhaar is authenticated.

UWIN Generation

Once data is successfully uploaded on UWIN server, the status of beneficiary changes to “ready to print” in the device.

The “ready to print” status will be activated only after mandatory completion of all of following processes:

- 1) At least one member who is unorganized worker is present and is validated with ID proof (demographically authenticated Aadhaar)
- 2) Status is captured for all family members and household has been successfully uploaded on UWIN server.

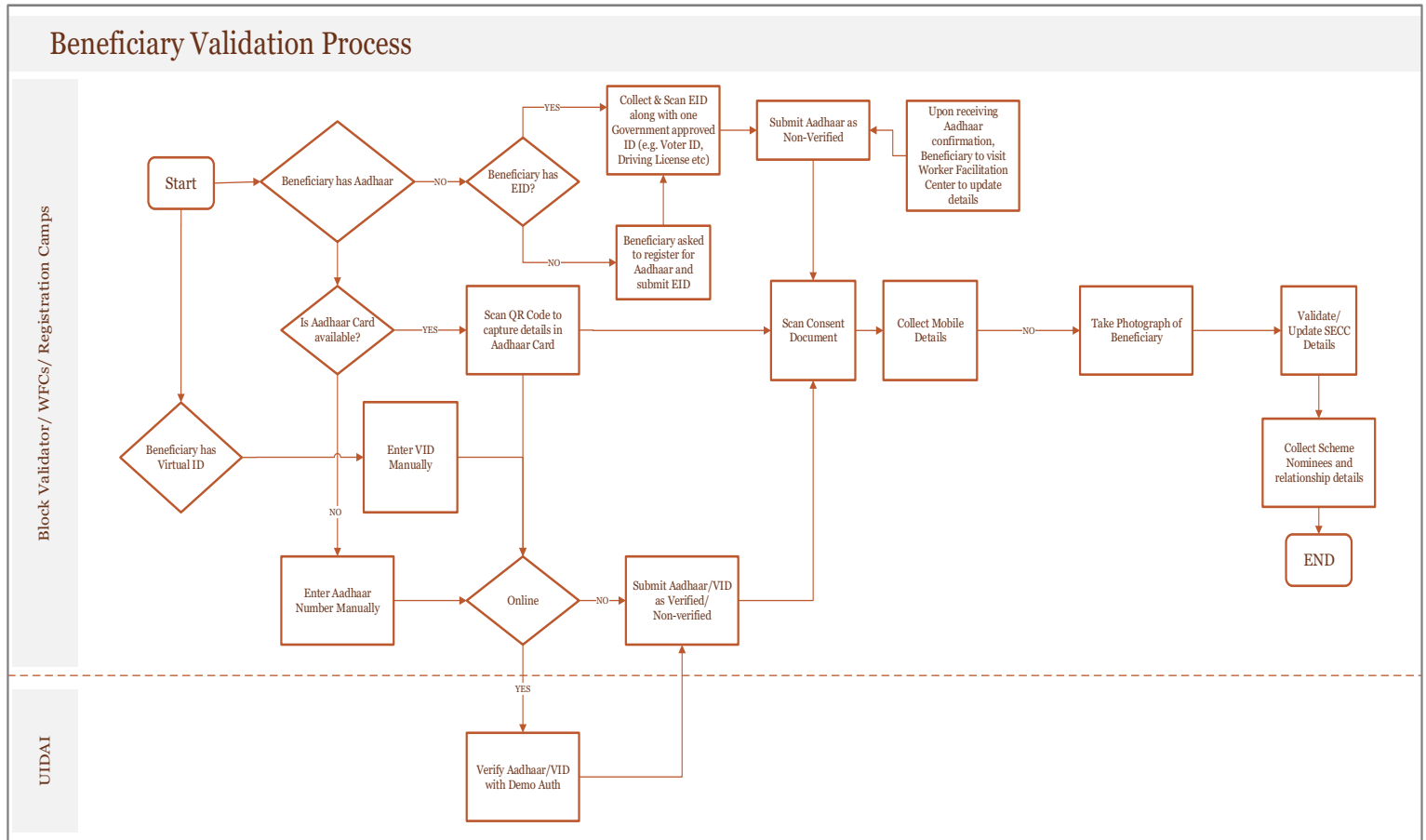
Following details are printed on the paper:

- 1) UWINID
- 2) Photo
- 3) Name
- 4) Father/Husband name

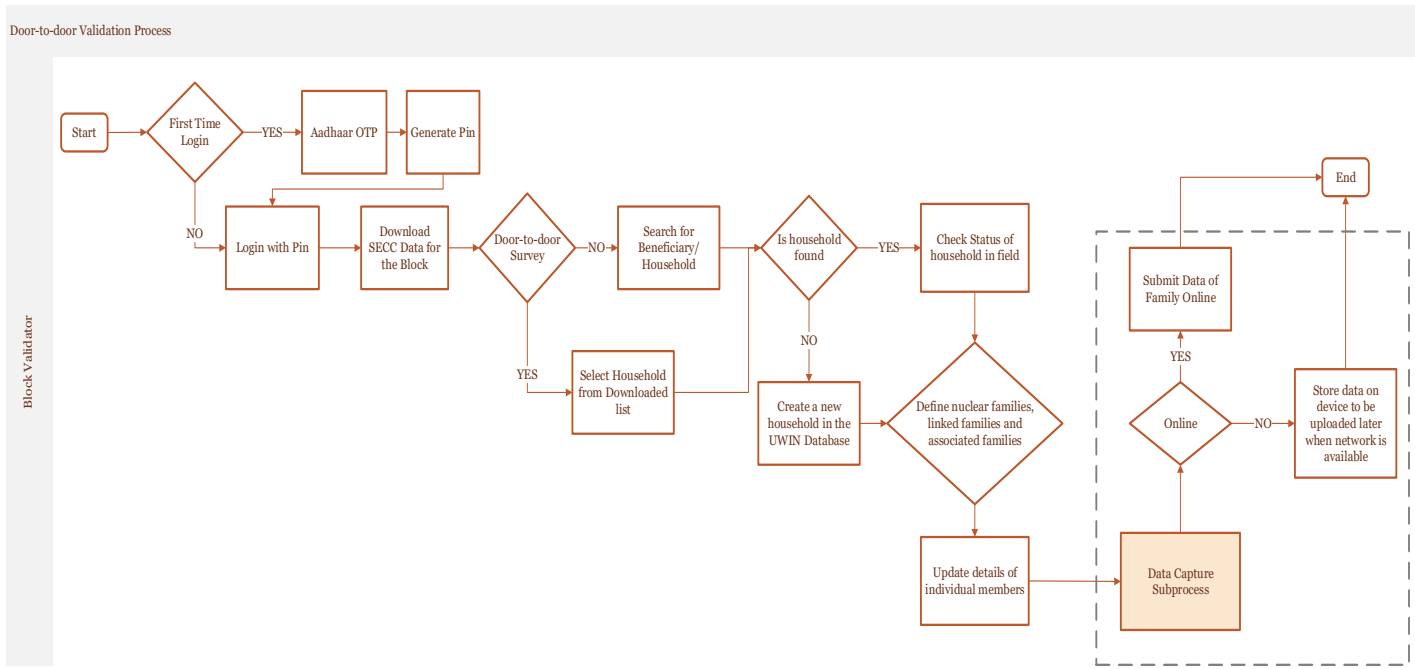
5) Gender

Once UWIN becomes “ready to print”, a confirmation SMS is sent to mobile number of beneficiary whose name is printed on normal A4 size paper when enrollment happens in a camp and if performed on the field the beneficiary will receive a SMS which consists of UWIN ID on the registered number.

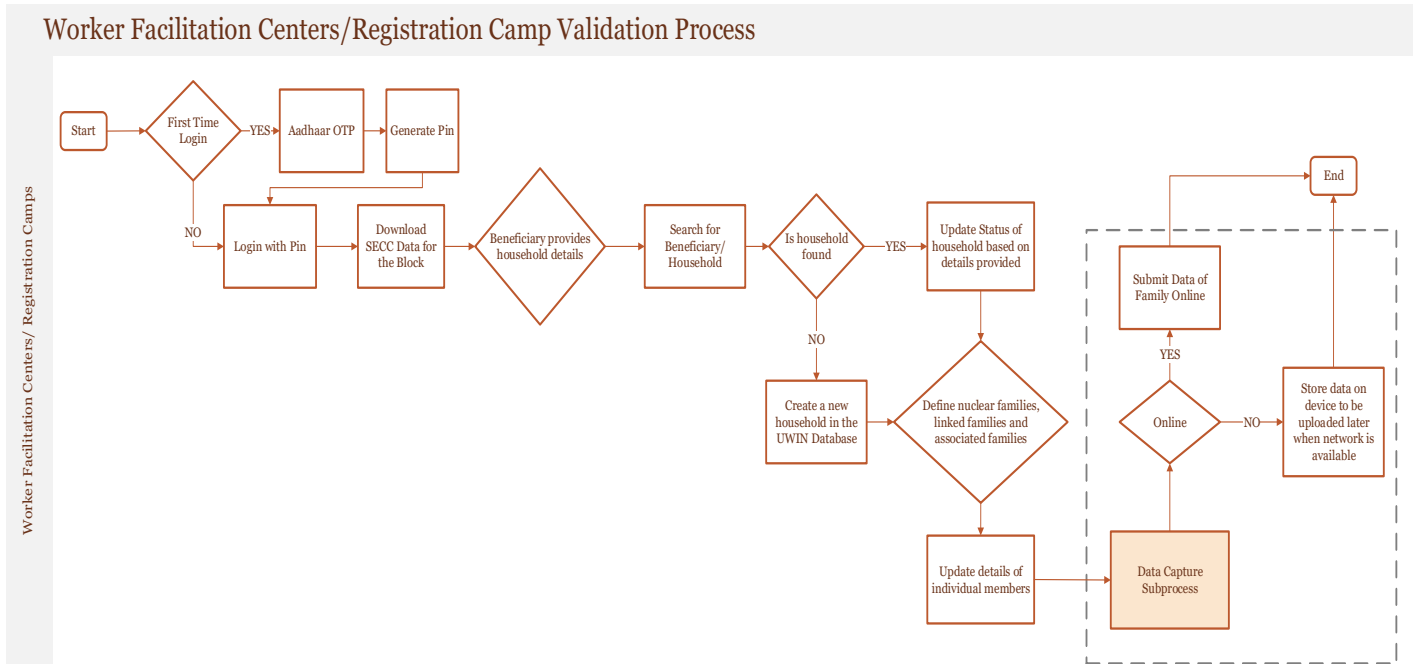
Beneficiary Validation Process:



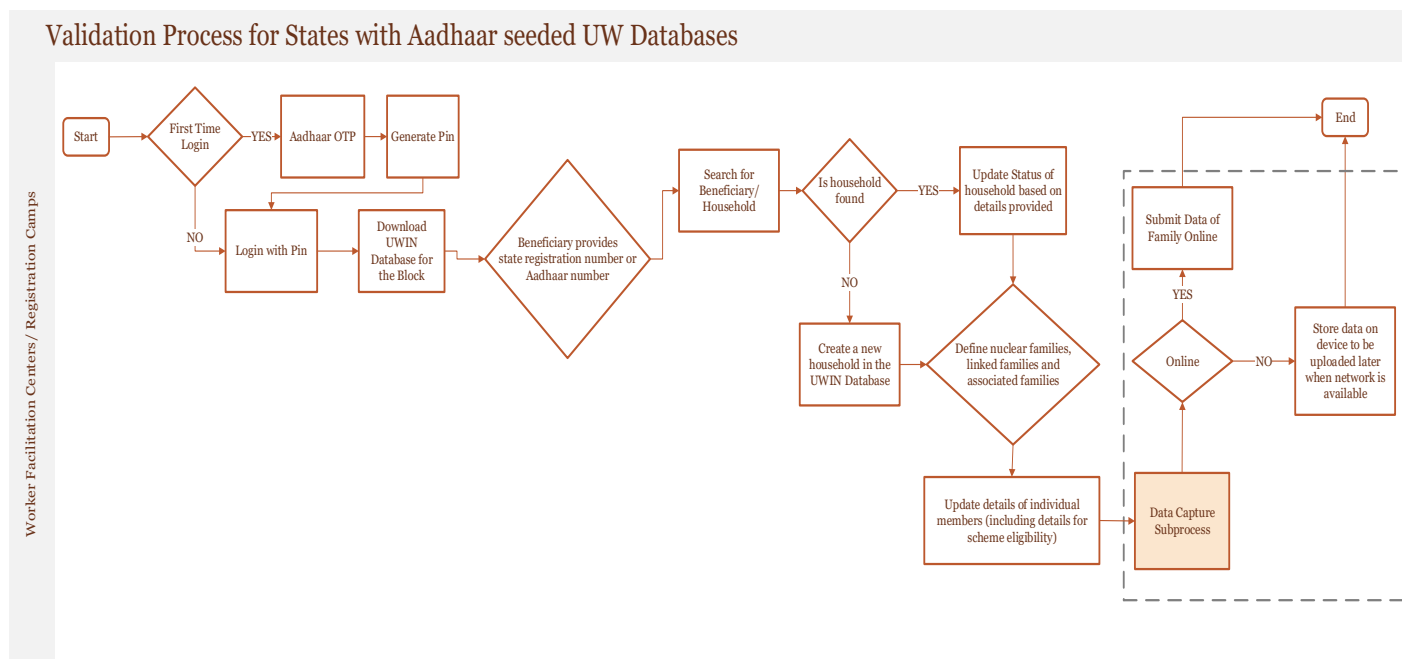
Door-to-door Validation Process:



Worker Facilitation Centre/Registration Camp Validation Process:



Validation Process for States with Aadhaar Seeded UW Database:



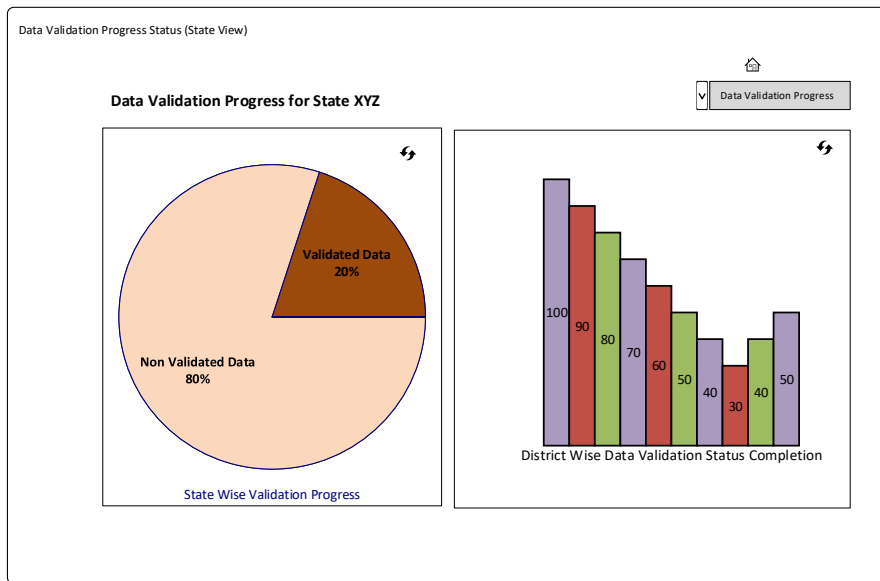
10.1.1.4. MIS & Reporting

A web portal will be created for BI and MIS.

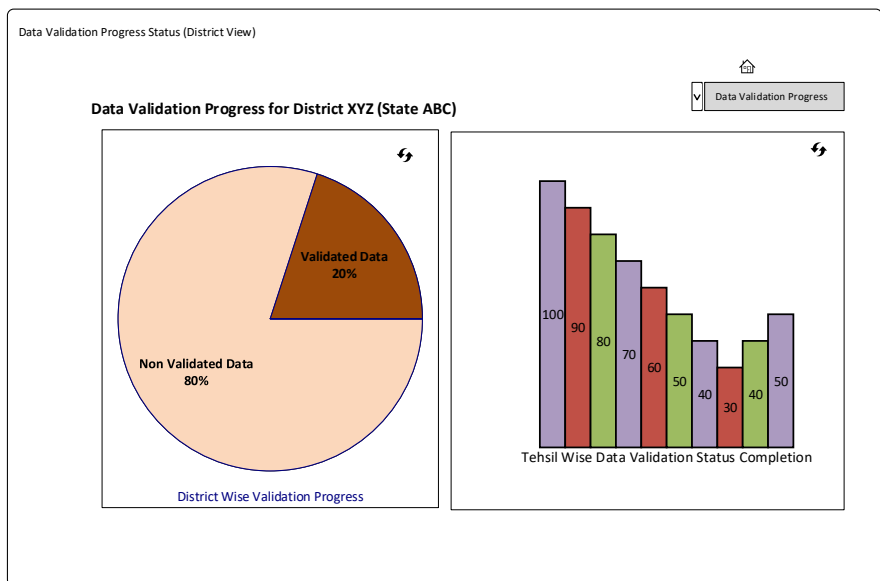
Below are few generic example of type of reports that can be generated using the portal.

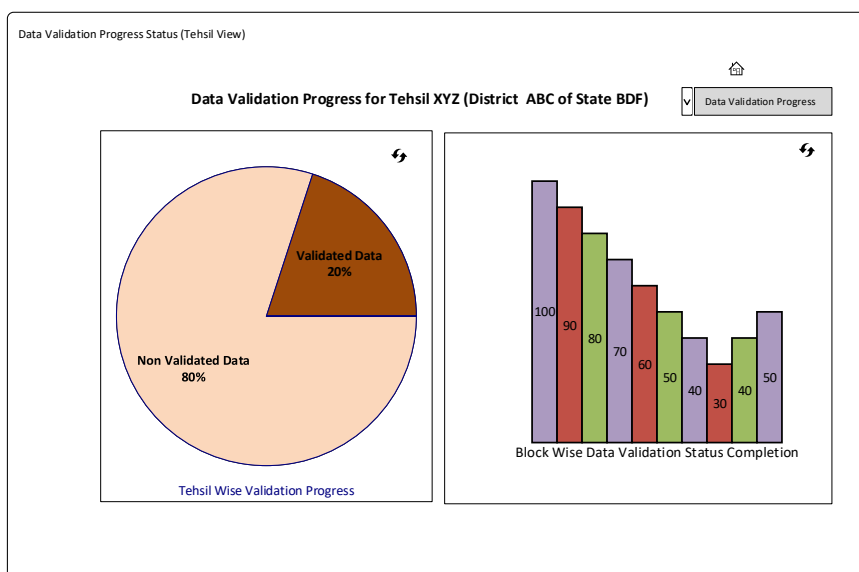
1. Data Validation Progress (National to Blocklevel Drill down View)

Data Validation progress can be displayed again on National/State/District/Tehsil level by selecting the Data validation KPI from the dropdown as shown below. Depending on the type of user logged in – National level, State Level, District Level, Tehsil Level the default view would be set accordingly. For example if a center level user is logging in his default view would be national level view and he can drill down to any state, district, tehsil, block and so on. The default view for state user would be the state level view and he can drill down to any district, tehsil, block for that state. The system should prevent the state/District/Tehsil user to see data of any other state/District/tehsil.



Clicking on a particular district would lead to similar views for a particular District/Tehsil and finally one can also look at the block details.



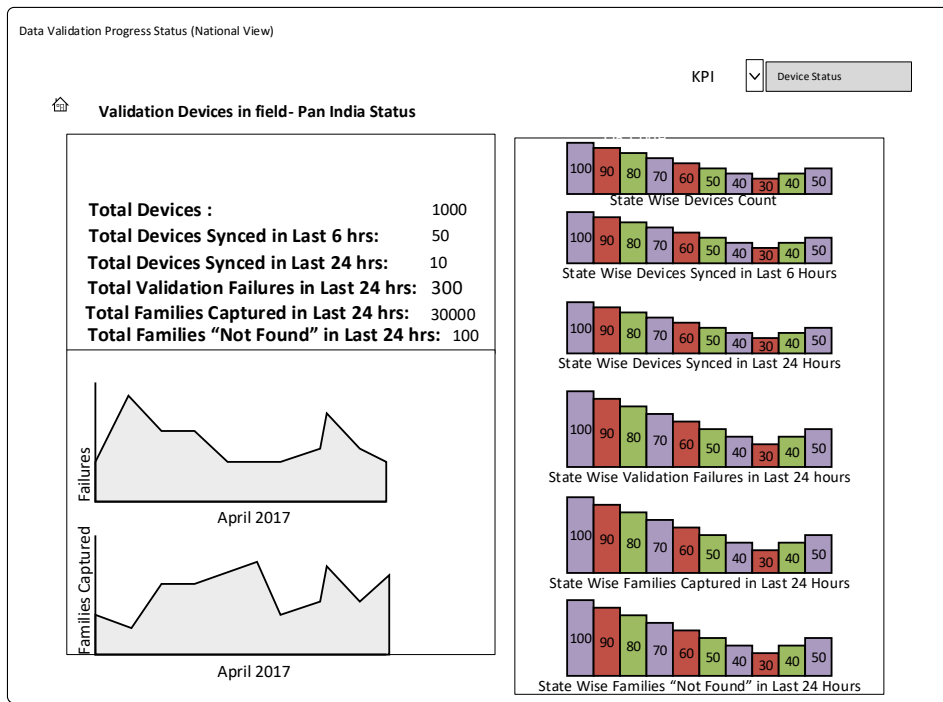


2. Aadhaar seeding (Demographic authorization)

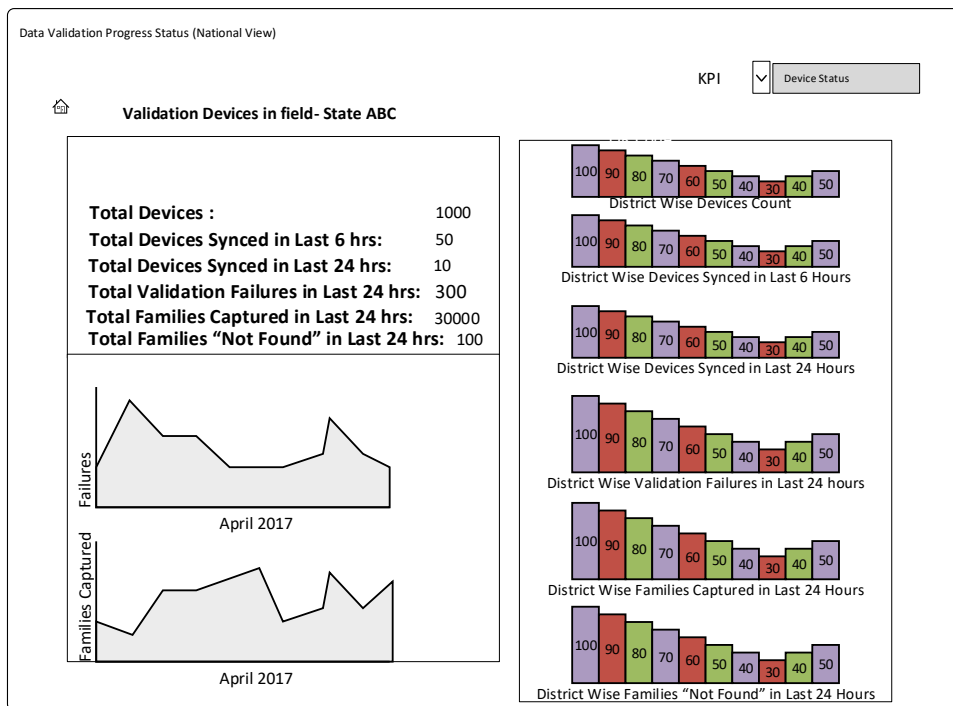
Aadhaar Seeding can be displayed again on National/State/District/Tehsil level by selecting the Aadhaar seeding KPI from the dropdown. Depending on the type of user logged in – National level, State Level, District Level, Tehsil Level the default view would be set accordingly. For example if a center level user is logging in his default view would be national level view and he can drill down to any state, district, tehsil, block and so on. The default view for state user would be the state level view and he can drill down to any district, tehsil, block for that state. The system should prevent the state/District/Tehsil user to see data of any other state/District/tehsil

3. Device Status

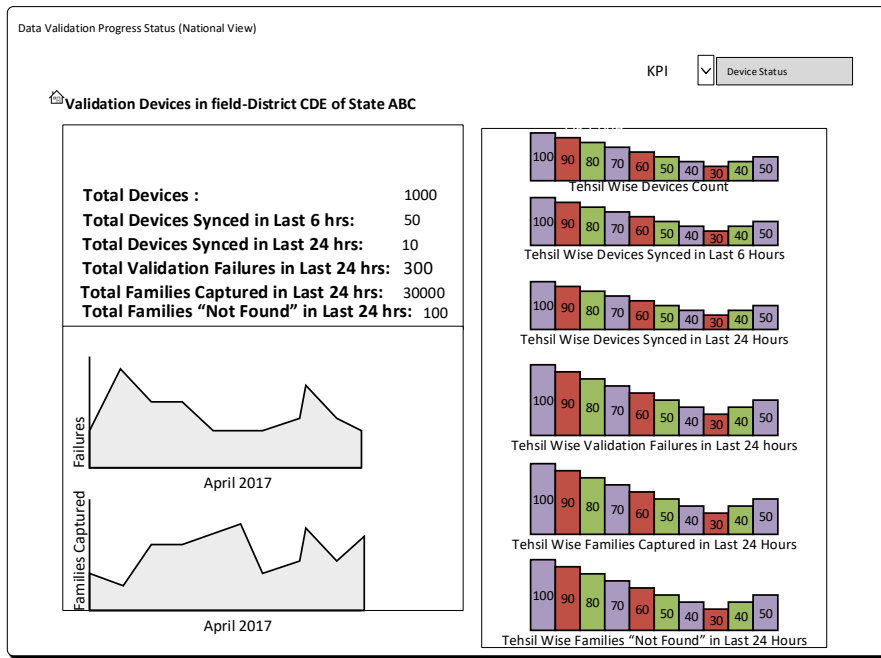
The Device status (such as Number of Device Syncing, Number of validation failures etc. can be viewed in the following Dashboards)



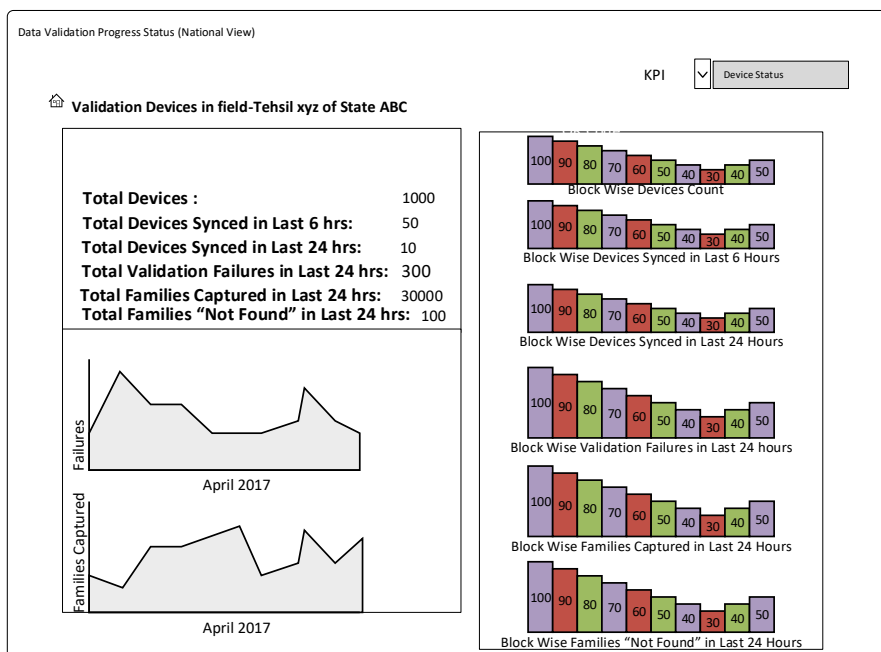
Nation Wide Status



State Wide Status



District Wise Status



Tehsil Wise Status

4. Number of UWIN IDs blocked

User will be able to VIEW data as per agency/state/district/time period. All users (Both Government and Validation Agency) may view/download progress report during validation exercise (only for assigned blocks as per level).

10.1.2. *User Management & UWIN Portal*

The portal is dedicated to UWIN services and is a single point of information dissemination and exchange among MoLE, States, Beneficiaries and Validators. The portal has been developed in English and Hindi, There is an option of choosing language on each page of portal.

Apart from the portal, a user management module has been developed which allows authorities at centre/state/district/tehsil level to manage the process of creation and modification of various levels of users in the system.

Functional Requirements

Below are the few functionalities that shall be available in the module:

1. Compatibility with English and Hindi
2. Enable creation/ deletion/ data modification of various levels of users at the centre/state/district/tehsil and validator level users.
3. Creation of agency users at state/district/tehsil level.
4. Map each state/district/tehsil/ enumeration block to their respective users as well as allow modifications to the allocations.
5. Map each enumeration block to an Operator/WFC level user and a device through web portal.
6. Ability to download SECC data for all assigned enumeration blocks to the respective users.
7. Ability to view MIS reports at various levels.

8. Enable authorized users of the portal to manage the content under various categories of information available in terms of addition/ deletion of matter.
9. System ability to keep a log of all activities on the portal.
10. Provision of authenticating users with Username –Password based authentication in online mode. All users other than block validators would be authenticated in online mode.
11. Provision of downloading SECC data for assigned enumeration block through validation app.
12. Provision of uploading data through validation app.
13. Provision of sharing beneficiaries' data with authorized users (State, District, Tehsil and Operator level) as per geographic level grouped enumeration block wise.
14. Provision of registering mobile devices used for field validation based on their IMIE number.
15. Provision of assigning enumeration blocks to Operators and Devices.

Detailed functional requirements UWIN Portal & User Management Application are listed below:

10.1.2.1. Module Description & Portal features

The selected agency will design, develop, set up, operate and maintain the proposed UWIN portal. The portal will be dedicated to UWIN services and will be a single point of information dissemination and exchange among MoLE, States, Beneficiaries, and Validators. The portal will be developed in English and Hindi .There will be option of choosing language on each page of the portal.

The tentative list of functionalities available on portal are listed below:

S. No.	Items
1	About Us- Vision, Mission, Background, About Schemes, Organization set up, Project Governance Structure, Escalation Matrix
2	Legal Framework, Rules, regulations, Notifications, Circulars, Archive
3	Your UWIN, Features, Usage, Dashboard, FAQs, Glossary
4	Enrollment Agencies, Enrollment Agencies Search, National, State and District wise UWIN

	saturation, Enrollment Documents
5	Beneficiary Interface Services: Enrolment and Update, Generation, Self-Search, UWIN Search, UWIN Printing, Scheme Search and eligibility, Feedback
6	Notification, Circulars, Guidelines, Minutes of meetings, Press releases, Model Tender documents, FAQs, Testimonials
7	External Links- State websites, other MoLE websites, Aadhaar, Social Media links
8	Events and workshops
9	Training Material Repository- User Manuals, training manuals, Software Downloads
10	Media Gallery- UWIN in Print, Broadcast, Telecast, Photos, Videos, latest Update and Highlights, Latest News, Press Releases
11	Forum
12	Newsletter
13	Feedback
14	Contact Us (Central, Regional, State-wise, District-wise)
15	Policies- Disclaimer, Copyright Policy, Hyperlink Policy, Terms and Conditions, Web Policies, Privacy Policies, Accessibility Statement (GIGW requirements)
16	MIS and reports regarding Enrollments, Validation, Updates etc.
17	Other Resources

The content and format of various heads will be finalized at the time of FRS & SRS preparation.

Portal should be designed in a way that it is easy to use and navigate. The content should be organized as per visitors' expectations. This is to be done by structuring content to give direct access to most sought-after /important information through the home page itself and also by ensuring that user is able to reach any part of the website with minimal number of clicks.

To manage all portal contents, separate user friendly content management system should be provided with following general features:

- a) Admin user to be able to create, publish/unpublished and delete all the contents.
- b) Admin user should be able to sort data, search data.
- c) Sub-menus can be created based on the page-tree as pages are added and subtracted.
- d) Metadata can be inserted for each page or globally, and for different languages
- e) Administrator should be able to publish latest content on the portal.

The portal should be mobile friendly and Search Engine Optimization (SEO) friendly.

Administrators should have access to one log in the backend or individual logs on each page where they can view changes that have been made to the database.

A hierarchical visual model of the pages of a web site should be available. Site maps help users navigate through a Web site that has more than one page by showing the user a diagram of the entire site's contents.

For the effective uses of the supplied software/application licenses & their functionalities, the selected vendor must compulsorily provide classroom training for MoLE officials. Following training needs are to be provided by the selected agency as part of the scope:

- Content Management Training
- Application Training

10.1.2.2. Key Stakeholders and Assumptions

Stakeholders

- MoLE
- Beneficiary

Pre-requisites and Assumptions

1. Since UWIN Portal will be a single point of information, necessary APIs to integrate with other modules of UWIN like NCS, ECIS, along with all the interfaces listed by MoLE during the development phase need to be built in.
2. The portal will be easily accessible from mobile phones.

10.1.3. Beneficiary Interface

Functional Requirements

A portal shall be developed which will be an interface for the beneficiaries to perform various activities relevant to the scheme and scheme related benefits. The Beneficiary Interface Portal shall have the following functionalities:

1. Enable Aadhaar/Virtual ID OTP based authentication of beneficiaries.

2. Beneficiaries will be able to search their record on this portal using a robust search engine. Non-validated beneficiaries will also be able to check their eligibility in the scheme before going for validation.
3. Beneficiaries will be able to request for self-printing of their UWIN by providing their Aadhaar OTP authentication.
4. Beneficiaries will be able to provide feedback related to the scheme related services and stakeholders on this portal which will be available to the state government for analysis and action.

Detailed functional requirements Beneficiary Interface Application are listed below:

10.1.3.1. Module Summary

Beneficiary Interface Module will be a single point of reference for all interactions with beneficiaries. The portal will be developed in English and Hindi .There will be option of choosing language on each page of portal.

The Beneficiary Interface Portal should enable all beneficiaries to perform the following activities:

- **Self- Search/eligibility check:** Beneficiaries will be able to view information related to Central and State Social Security Benefit Schemes that are available for unorganized workers along with their corresponding entitlements and eligibility criteria. Beneficiaries will also be able to check if they are eligible in the schemes. For this, a robust search module has to be developed.
- **Scheme Enrollments and Eligibility:** Beneficiaries will be able to check their eligibility for multiple state and center government schemes along with that a list of already registered schemes.
- **Self-Printing of UWIN:** Beneficiaries will be able to print their UWIN by providing any one of the parameters- UWIN ID/ Aadhaar number/Aadhaar Virtual ID/mobile number. Once details are retrieved, the beneficiary can take a print-out of the UWIN. This functionality again will be restricted, to be made available via authentication (Aadhaar OTP) only.
- **Feedback:** Beneficiaries will be given a platform to provide feedback on scheme benefits, services, etc.

Also, the portal will be designed with “Mobile First” approach. This essentially means that it will be accessible on any mobile phone. Usability and accessibility of portal is critical for high quality user experience.

It will be ensured that Aadhaar number of any user is not displayed in any functionality.

MSP shall ensure provisions such as Aadhaar Data Vault and UID Tokens are a part of the solution in order to ensure enhanced privacy within the UWIN system while authenticating uniqueness of beneficiaries.

The following section provides description of sub-modules for Beneficiary Interface Module.

10.1.3.2. Self-Search

This functionality will enable the beneficiary to search himself in UWIN database. Further there will be provision of searching himself before validation to find out if he is a beneficiary.

MoLE will provide an Enterprise Search Solution. The selected agency will integrate with the Enterprise Search Solution and develop front end.

Thus beneficiary will be able to search himself before validation or after validation. The search functionality will be available only after Aadhaar based OTP authentication.

Process for search before Validation to find out if he is beneficiary

The process for search before validation is as follows:

- Beneficiary visits the Beneficiary Interface Portal and selects the “Find out if you are beneficiary” functionality.
- Beneficiary will be shown a message that this functionality is available only if he has Aadhaar number/Virtual ID available and his mobile is seeded in UIDAI.
- Then the beneficiary will be asked to enter his Aadhaar number/Virtual ID.
- Based on Aadhaar number/Virtual ID provided, Aadhaar based OTP authentication will take place. The beneficiary will receive an OTP on his mobile number (which has been seeded with UIDAI), which he has to enter. Only on successful authentication, the beneficiary can move to search screen.
- Then the beneficiary is asked to choose a Tehsil after drilling down. First he will choose his State, then his District and then Tehsil.

- Then the beneficiary will be asked to enter his name. The system should display all matching and closely matching names within that Tehsil. Some additional fields like Father/Husband Name, Head of family Name, Village/Town/Ward name etc will be also shown to the user.
- If Search is successful then the beneficiary will be shown instructions to get validated.

The system should maintain of trail of search parameters to ensure that any abnormal user behavior is flagged.

Process for search after Validation

The process for search after validation is as follows:

- Beneficiary visits the Beneficiary Interface Portal and selects the “Find your UWIN ID” functionality.
- Beneficiary will be shown a message that this functionality is available only if he has Aadhaar number/Virtual ID available and his mobile is seeded in UIDAI
- Then the beneficiary will be required to enter below details (any one of following):
 - UWIN ID
 - Aadhaar Number/ Virtual ID
 - Mobile number
- Based on the details provided, beneficiary authentication will take place with either of following method:
 - **Aadhaar based authentication:** If beneficiary has his Aadhaar listed with UWIN system and he has seeded his mobile number with UIDAI, an OTP will be sent on mobile number, which has been seeded with UIDAI.
- On successful authentication, the information about family of beneficiary will be retrieved and shown to the user. The information will have UWIN ID, Members name, Age, Gender and Address. Aadhaar number of any member will not be shown.
- If it is found that same mobile number has been registered for more than one family, then all such families will be shown.

10.1.3.3. Scheme Enrolments and Eligibility

It is expected that approximately 36 states and UT’s will be using the UWIN Platform for creation of unorganized workers identification number. A beneficiary may also want to see a consolidated view

of all his enrollments along with eligibility criteria for other schemes on a single platform. For this purpose, a module will be required on the Beneficiary Interface Portal which will give beneficiaries a consolidated view. Access to this module will be through authentication so that data confidentiality can be maintained. The following details will be visible when a beneficiary tries to see enrolments under their UWIN:

- **Name of the beneficiary along with family details:** Name of the unorganized worker along with family details
- **Scheme Details:** A Complete List of all the registered schemes will be presented
- **Amount Credited:** Benefits being passed to the individual by the state/central government will be shown in this section.

The process viewing details on the Beneficiary Interface Portal is as follows:

- Beneficiary visits the Portal and selects the language.
- Beneficiary visits the Beneficiary Interface Portal and selects the “Enrolment History” functionality.
- The beneficiary will select below authentication mode
 - UWIN ID
 - Aadhaar Number/Virtual ID
 - Mobile number
- Based on the details provided, beneficiary authentication will take place with either of following method:
 - **Aadhaar based authentication:** If beneficiary has his Aadhaar listed with UWIN system and he has seeded his mobile number with UIDAI, an OTP will be sent on mobile number, which has been seeded with UIDAI.
- On successful authentication, complete data will be retrieved and shown to the beneficiary.

10.1.3.4. Skill Mapping, Employment Exchange and Skill Upgradation

The Database may be further enriched with details about the worker that would help with either accessing employment opportunities concurrent with his/her existing skill sets or providing the information pertaining to which skill sets are to be acquired.

Following details are furnished by the beneficiary that will assist in skill mapping and accessing employment opportunities:

-
- Primary Occupation
 - 2 secondary occupations
 - Location
 - Number of years/months experience in each occupation

This would provide employers in various locations with a ready list of Unorganised Workers to choose from. Additional details such as present and future requirement in terms of skills and resources can also be acquired from the employers in order to understand trends with respect to job opportunities and skills in demand.

In the future when integration with National Career Services and National skill Development Mission are undertaken additional details may also be captured from the workers such as:

- Education level
- Additional training (formal and informal) undergone
- Interest in acquiring new skills

Analysis of details furnished by workers and employers together can help in generating valuable insights in terms what the skill gap is in terms of employment opportunities. This will further help policy makers design more effective skill upgradation programmes.

10.1.3.5. Printing of UWIN

If beneficiaries wishes to print out the UWIN on a paper, the portal will offer them a functionality to take a print out of their UWIN on to a selected paper. Beneficiaries will have the option to download their UWIN cards. Cards will have following details printed:

- 1) UWINID
- 2) Photo
- 3) Name
- 4) Father name
- 5) Gender

Once beneficiary details are retrieved from the UWIN server, a preview will be shown to the beneficiary and print command can be given.

The process to print UWIN card on the Beneficiary Interface Portal is as follows:

- Beneficiary visits the Beneficiary Interface Portal and selects the “Print Card” sub-module
- The beneficiary will be asked to furnish the below details (any one of following):
 - UWIN ID
 - Aadhaar Number/ Virtual ID
 - Mobile number
- Based on the details provided, beneficiary authentication will take place with either of following method:
 - **Aadhaar based authentication:** If beneficiary has his Aadhaar listed with UWIN system and he has seeded his mobile number with UIDAI, an OTP will be sent on mobile number, which has been seeded with UIDAI.
- On successful authentication, the beneficiary will be able to “download” or “print” UWIN card.

10.1.3.6. Feedback Module

The Beneficiary Interface Portal will offer a platform to beneficiaries to provide their feedback related to scheme about stakeholders and services. The feedback will be captured by filing online forms.

Collection of Feedback

In order to ensure that the feedback is authentic, the beneficiaries can access this module by providing their UWIN ID and if authenticated through /Mobile, they will be allowed to provide feedback. The feedback form has to be a dynamic form with various drop downs. Based on the category selected, the subsequent drop downs should display options accordingly.

If beneficiary selects “Schemes” in the feedback category drop down, the subsequent drop down should display the following options:

- Regarding Scheme
- Regarding Services
- Others

Transfer of Feedback to States

The system will collate the feedback and make it available to the State Government for necessary action. The State Nodal Agency (SNA) User will be able to view feedback for his state. The SNA user will be able to download the feedback in form of PDF files and take necessary action.

MIS about Feedback

The Centre user of MoLE will be able to view MIS to study the feedback. He will be able to analyze feedback reports by segmenting of data by geography /state/type of feedback/time period etc.

10.1.3.7. Key Stakeholders and Assumptions

Stakeholders

- Beneficiary
- MoLE
- State level users

10.1.4. Grievance Management

A well-coordinated Grievance redressal mechanism will be put in place to capture and monitor complaints/grievances by all stakeholders -- by the beneficiaries (against denial of any service) and other stakeholders (including but not limited to District Administration, State government etc.). Complaints will be registered, acknowledged, escalated for appropriate action, resolved and monitored at various levels.

Stakeholders can file complaints on the portal, or, through email/call which are captured onto the portal. Grievances can be relayed by stakeholders through the UWIN portal and other various channels. All grievances would be logged and tracked in the Grievance Management application. This would be a web-based application accessible through the Helpline and call center.

The Grievance Redressal Officer (GRO), or any other role as mandated by the MoLE, would be responsible for the logging, tracking and closure of all grievances.

MSP is required to understand the detailed functionality, based on the requirements mentioned below:

Complaints received via different channels would be logged into the grievance portal by the appropriate officer. Various modes of grievance registration are:

- UWIN Portal – On clicking the Grievance section, the portal will redirect to the Grievance Management portal
 - Grievance Management portal – Grievances can be directly filed on the grievance portal
 - UWIN Call Center – The Call Center operator would have access to the Grievance Management portal where all grievances/ complaints received via calls are filed
 - Off-line modes –emails; news articles; social media posts etc. Such complaints would be logged by the GRO, or a role that would be mandated based on consultations with the MoLE.
1. Register Complaint – the beneficiary would be able to register a grievance on the portal and would be assigned a unique Grievance ID for tracking. The GRO would also have the ability to file a complaint on behalf of other stakeholders with sufficient cause, for e.g. feedback letters to the government etc.
 2. The GRO would also be able to create categories of various stakeholders and also define categories of complaints in the system. The GRO would also define an escalation matrix in the system so that complaints can be escalated if not resolved within a timeframe, set also within the system.
 3. The GRO would have the ability to edit a complaint and also edit the status of each complaint. The Status of the complaint may be registered and intimated; in-progress; feedback received; Discarded; closed; escalated; Resolved and Closed.
 4. The UWIN system would also allow the filing of grievances using the call center and helpline functionality. A dedicated contact center will be set up which will have a system of feedback where unorganized workers and other stakeholders will be able to provide their feedback about the services received. This contact center will also facilitate in registering complaints and grievances.
 5. The system would provide extensive reports and dashboards, visible to Users as per the permissions granted to them by the GRO as per their role. The reporting module would allow the User to search and filter for complaints based on Region, Date, Status, type of complaint

10.1.5. Scheme Management

A portal shall be developed which will be an interface for the government users to perform various activities relevant to the scheme and scheme related benefits. The Scheme Management shall have the following functionalities:

- 1) Enable Username Password based authentication of all state/center users.
- 2) Users shall be able to define eligibility criteria for various schemes state or center, where government users shall be provided with MIS/BI data for decision making.
- 3) Government Users (State or Center) shall have the view of eligible workers for a particular scheme as that enables them to allocate funds for a scheme.
- 4) State/Center users shall have access to view the current execution status of the schemes along with users being provided access to execute a scheme as well.
- 5) State/ Center Users shall have access to the schemes according to the hierarchy followed along with ownership of the scheme. Scheme can be decommissioned from the portal by an appropriate user being the owner of the scheme.
- 6) Manage the total amount assigned to each state.
- 7) Recording, managing and monitoring the policy start and end dates for all states.
- 8) Manage the policy extension process for all states.
- 9) Manage the policy renewal process for all states using this portal.
- 10) User management module for creation and modification of authorized users.
- 11) MIS and reporting functionality

10.1.6. MIS and BI

Over a period of time, this data will be accumulated to provide a wealth of information for useful analysis to bring out interesting patterns and exceptions. It is desirable to make use of an appropriate business intelligence system to analyze and correlate the data and generate reports in various forms, which would provide necessary inputs and help in analyzing scheme patterns and tracking unorganized workers with scheme benefits etc.

The BI and analytics platform would comprise of the following components

- a. Data-warehousing and analytics
- b. Visualization and reporting

10.1.6.1. Data-warehousing and Analytics component

1. The data-warehousing platform should have capability to perform daily incremental load.
2. Understanding, mapping and define rules for migration from different sources.
3. Data cleansing techniques should be included to clean data at migration level.
4. The tool should be capable to handle extraction, transformation and loading of both structured and unstructured data from various data sources.
5. The tool should be robust to build analytical infrastructure with migrated data. The migrated data would comprise of transactional data, unstructured data such as text files, images, web files, research documents etc.
6. Functionalities such as Map-Reduce and integration with distributed file structure should be present.
7. The data-warehousing landscape should be capable to handle huge volumes of data.
8. It should be ideally integrated with data mining tool, which would have capacity for different techniques of statistical modelling.
9. The solution should create a single source of truth by integrating disparate data from multiple sources and use that for analysis.
10. The solution should have built-in, or integrated tools for enterprise grade ETL operations from a large array of traditional and nontraditional data sources and should have high performance transformation capabilities
11. The solution should provide for Data Mining through the use of powerful wizards that can help create complex data mining models quickly and should support simple but rich set of APIs to extend the use of the Data mining models.

12. Proposed solution should have capabilities for online analytical processing.
13. Proposed solution should have embedded Advanced Analytics and statistical tools capable of performing advanced statistical modelling and analysis on data (including but not limited to regressions, ANOVA, clustering etc.)
14. The proposed solution should be capable of search based data discovery.
15. All tools in the solution should comply with same security, access, administration attributes.
16. The solution should have support for Big Data sources. The solution should be able to analyze big data and generate visualizations on the fly, without any performance degradation. Features like generating word clouds or creating network plots are required.
17. It allow for connectivity with proposed DBMS. Compatibility to leading Operating Systems is must.
18. Solution should have an in built Backup, Archive, and Restore solution to protect data and ensure availability after System hardware failures, Application failure or corruption, Data corruption or loss, user errors or Disasters.
19. The solution should have the capability to provide refresh-only capability to a user group. The solution should provide a rich set of data mining features that can be used for classification, regression, clustering, detection of outliers and anomalies, feature extraction, association analysis etc.
20. The solution should support information exchange between the data mining component and the Analytics/Data warehouse component so that inputs for data mining can be taken from analytics/Data warehouse component tool and vice – versa on a common user platform.
21. The system shall have a capability to define fraud scenarios and configure business rules based on pre-defined triggers

10.1.6.2. Visualization and Reporting Component

1. The Reporting tool should have robust visualizations such as graphs, charts, and histograms.
2. The reporting tool should have slicing and dicing features facilitating ad-hoc management reporting on the fly.

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3. The reporting tool should have basic statistical modelling properties, so that users can create clusters, regression analysis, and other modelling techniques dynamically.
 4. The reporting tool should output data in various formats.
 5. The Reports generated by the system should be made accessible through API or an interface (for portal) to be viewed by the authorized users. The tool should enable different types of users to perform analysis on data across the Enterprise without the need to Subset / sample / create multiple views of data. The interface for the authorized users should be simple with user friendly features such as drop down list, drag and drop utilities etc., and should be built with focus on users with elementary statistical knowledge.
 6. DBAs and end users to use a web-based portal to evaluate and understand the state of their system
 7. The management console should be Web based and should not require any client installation.
 8. The solution shall provide a common management console to monitor multiple systems in Test, Development, production systems across multiple instances and across locations
 9. Proposed solution should be capable of seamless integration with leading Office tools both for import and export of data and reports in multiple formats. The solution should allow data to be accessed from any industry standard data source using native connectors. It should also allow data load jobs to be scheduled to automate the process of loading data into the system for Analysis
 10. Data Visualization tool capable of interactive visualizations. Preference would be given to tools with auto charting facilities.
 11. The analytics and reporting solution should integrate a market leading Data Visualization tool capable of interactive visualizations. Preference would be given to tools with auto charting facilities.
 12. Solution should be capable of generating highly formatted, interactive reports/ dashboards with or without parameters. Should also have strong ad hoc report generating capabilities.
 13. The solution should have the ability to format (page size, row, columns, fonts, colours, tables etc.), allow data manipulation (slice & dice multidimensional data on the fly, pivoting, sorting,

ranking, rearranging columns, etc.). The solution should have drill-down capabilities (ability to drill down to various levels of a hierarchy).

14. The solution should have the capability of raising exception alarms (e.g. email notification). Should provide for exception reporting (ability to set certain thresholds).
15. The solution should have user friendly GUI to allow easy generation of reports and exporting capabilities (ability to export resulting data to other applications such as Excel, Notes, CSV.).
16. The solution should have integration capabilities e.g. ability to integrate in existing portal. The solution should be able to publish all the reports on the portal and have the ability to archive reports.
17. The solution should be able to distribute reports and also have the ability to save data for later use or to a local PC/laptop or for other users to view. It should support offline viewing. It should be able to send reports electronically to other users.
18. The solution should be able to sort/filter without re-querying.
19. The solution should have the ability to schedule reports.
20. The solution should provide for a browser based interface to view reports.
21. The solution should allow the reports to be exported in format such as pdf, excel etc.
22. The solution must have analytics and dynamic reporting for reporting carried out by Purchaser.
23. The generation of the report shall not impair the System performance.

There can be different types of Analysis. Following are some of the details

1. **Statistical Analysis:** The system should generate reports comprising of complex statistical dynamics and multiple parameters from historic data. These reports may be generated through the UI provided within the solution to authorized Users. It should also present patterns found in historical and transactional data to identify risks and opportunities. The proposed tool should be capable of providing viewable descriptive statistics such as mean, median, max, min etc. and also should be capable of performing/aiding advanced statistical modelling and analysis including but not limited to correlation, regression, scoring, ranking, clustering, network plot, decision trees, scenario analysis, ANOVA etc.

2. **Persona Based Analysis:** The proposed system should have advanced clustering and segmentation capability and should provide persona based segments for analysis based on user profile and behavior. It would provide a window to understand what the Users are doing on the system and what they are not doing, specifically analyzing each Users focus / usage area, and hence improve the services quality and the content as well as features / functionalities related to it. Some of the example could be frequent revision of returns by a taxpayer; sudden change in taxable turnover; return non-filer but other taxpayers are showing purchase from him; purchases consistently higher than the sales; high variation from industry norm/average for input/output tax; sudden increase in ratio of tax free goods out of total turnover etc.
3. **Predictive Analysis and Forecasting:** The system should have the capability of generating predictive statistical models. It should be capable of capturing patterns and signals in data, analyse them and provide insights into future trends in the form of graphs and charts, based on certain parameters, statistical modelling and historical data. These may be used by the Authorized Users to identify trends at certain location / period and take appropriate decisions. The tool should provide enhanced forecasting capabilities with Scenario Analysis allowing users to see impact of variable values on the forecasted trend
4. **Fraud / Anomaly Detection:** The system should generate automatic triggers and alerts / information to notify appropriate stakeholders, based on certain pre-defined criteria and business rules, if there is any deviation from the standard trend / output. Access to such information / reports should be restricted to certain authorized Users / decision makers only. These may be used by users for decision making purposes or further investigations as required.
5. **Statistical Scoring:** The solution needs to have capability to score the partners bases on social and financial performance on a quarterly basis that combines business rules, anomaly detection and advanced analytic techniques. The solution needs to have capability to calculate the deviation. The solution should have capability to calculate risk scores based on specific characteristics of the activity including geographic zones etc.

Platform standardizes on analytics and reporting technology that integrates well with the rest of the stack and at the same time meets most of the feature needs of applications built on the Platform. BI architecture consists of the three broad sections of data acquisition, Data storage and Data distribution platform; all of which can be considered to be part of an over-arching data warehouse strategy. Data acquisition includes all source systems that feed data into the data warehouse. It is necessary to have the BI system integrated with all the process to ensure consistency of data across multiple operational data sources.

Data Warehouse (DW) is the repository that contains all data in its granular details. It is important to note that data storage for reporting and analytics should be separated from the core transaction data (data that is part of the live production systems). The advantage of the highly denormalized analytics data being completely separated is to ensure scalability and make least impact to production systems.

Data distribution platform provides access to derived data and knowledge to end users (Purchaser's officials, partners, and public). This data is presented to the end users and general public, in a timely manner, while still protecting privacy, confidentiality, and security.

UWIN Analytics & BI system should employ highly scalable, distributed, reliable components to meet the requirements. UWIN Analytics & BI platform should have a DW consisting of granular level analytics data and tools to load data from source systems into ADW (both event publishing via messaging layer as well as offline data extraction via ETL tools). In addition to DW, BI platform should consist of a "data distribution platform" that should enable provisioning of data through various datasets and an "analytical delivery platform" that delivers relevant metrics, dashboards, and portals.

10.2. Annexure B – Employment in Unorganized Sector

Sr. No.	Occupations
1	Agarbatti making
2	Agriculture
3	Agriculture machinery handling
4	Animal Husbandry
5	Arrack and Liquor production and vending
6	Automobile work
7	Bakery work
8	Band playing
9	Bangle manufacturing
10	Beads making/ piercing
11	Beautician
12	Beedi manufacture
13	Bicycle repair
14	Bindi work
15	Blacksmithy
16	Boat/Ferry occupation
17	Book binding
18	Brick Kiln work
19	Brush making
20	Breweries Distilleries
21	Building and Road maintenance
22	Bulb manufacture
23	Bullock/Camel-cart operation
24	Butchery
25	Cable TV operation
26	Cane/Reed work
27	Carpentry
28	Carpet weaving
29	Cashew processing
30	Catering
31	Chikan work
32	Cine Service

33	Cloth printing
34	Clubs and canteen service
35	Coaching service
36	Coir processing/manufacture
37	Confectionery
38	Construction work
39	Construction of tents and pedals supply of utensils and decoration for function
40	Courier service
41	Dairying and allied activities
42	Data entry operation
43	Distribution of petroleum products
44	Domestic work
45	Dyeing
46	Electronic electrical goods repairs
47	Electroplating
48	Embroidery work
49	Envelop making
50	Fire work cracker production
51	Fishery production
52	Fish processing
53	Flora work and garland making
54	Flour mills operations
55	Footwear production
56	Forestry operation
57	Foundry
58	Gardening and parks maintenance
59	Garment manufacture
60	Gem cutting
61	Ginning
62	Glassware manufacturing
63	Goldsmithy
64	Hair dressing
65	Handloom weaving

66	Hawking and vending
67	Headload work
68	Health service
69	Honey gathering
70	Horticulture and Floriculture
71	Hotel and Restaurant service
72	Lock making
73	Manual operation on unspecified jobs
74	Masala making
75	Matches manufacture
76	Minor forest produce gathering
77	Minor mineral and mines work
78	Newspaper vending
79	NGO service
80	Oil extraction
81	Packing and Packaging
82	Panwalla service
83	Pappad making
84	Petrol bunk/pump and allied service
85	Pickle making
86	Plantation (Other than those covered under Plantation Labour Act, 1951 (Act No. 69 of 1951))
87	Plastic manufacture
88	Pottery
89	Powerloom weaving
90	Printing press work
91	Quary work
92	Rag picking
93	Rice milling
94	Rickshaw pulling
95	Salt pan work
96	Sand mining
97	Sawmill work
98	Scavenging

99	Security service
100	Sericulture (Silk rearing)
101	Service station work
102	Shepherding
103	Shoe shining work
104	Shop and establishment service
105	Small scale industries
106	Soap manufacture
107	Sports good manufacture
108	Steel vessels and utensils manufacture
109	Stone crushing
110	Sweeping
111	Tanning (including hides and skin production) leather goods manufacture
112	Telephone booth service
113	Temple leaves collection
114	Tendu leaves collection
115	Timber Industry (Furniture manufacturing etc)
116	Tobacco processing
117	Toddy tapping
118	Toy making
119	Transport service (driving conducting, cleaning etc.)
120	Laundry Work
121	Way side Mechanics and workshop service
122	Welding

10.3. Annexure C – Sample Consent Forms



AADHAAR HOLDER CONSENT FORM

Government of India

Ministry of Labour and Employment

Consent for Authentication

I hereby state that I have no objection in authenticating myself with Aadhaar based authentication system and consent to providing my Aadhaar number/Virtual ID, Demographic information and/or One Time Pin (OTP) data for Aadhaar based authentication for the purposes of registration for Unorganized Worker Identification Number from Ministry of Labour and Employment, Government of India.

I understand that the Demographic Information and/or OTP I provide for authentication shall be used only for authenticating my identity through the Aadhaar Authentication system for that specific transaction and for no other purposes.

I understand that Ministry of Labour and Employment, Government of India shall ensure security and confidentiality of my personal identity data provided for the purpose of Aadhaar based authentication.

Signature/Thumb impression: _____

Name: _____

Aadhaar Number: _____

Date: ____/____/20____



Unique Identification
Authority of India

AADHAAR HOLDER CONSENT FORM
Government of India

Consent for Aadhaar Seeding

I hereby state that I have no objection in allowing my Aadhaar number to be linked to my UWIN profile and consent to allowing it to be used by Unorganized Worker Identification Number Database for the purposes of deduplication check by Ministry of Labour and Employment, Government of India.

I hereby voluntarily give my consent for

1. For collecting, storing and usage (ii) updating my Aadhaar number in accordance with the Aadhaar Act, 2016 (and regulations made thereunder).
2. For sharing/disclosing of my Aadhaar number linked reference ID/UID token including demographic information with Ministry of Labour and other state and central Government institutions providing social security benefits to Unorganized Worker Households
3. Have the Aadhaar number mapped with my bank account at NPCI to enable me to receive Direct Benefit Transfer (DBT) from Government of India through my account subject to eligibility;

I further declare that this consent will remain valid for the period that I am registered in the UWIN portal as a beneficiary.

I understand that Ministry of Labour and Employment, Government of India shall ensure security and confidentiality of my personal identity data provided for the purpose of Aadhaar based authentication.

Signature/Thumb impression: _____

Name: _____

Aadhaar Number: _____

Date: ____/____/20____

BANK AUTHORIZATION LETTER

I _____ (name of the beneficiary)* would like to receive the financial assistance disbursed by Ministry of Labour and Employment to me electronically into my Bank Account, details of which are given below:-

Payee's Particulars	Details (to be furnished correctly)
Name of payee as in Bank Account: Shri/Smt.	
Address	
District (specify if falls under Tribal Area)	
Pin Code	
State	
Mobile Number	
Aadhaar Number (To be linked with Bank Account)	
Bank's Details**	Details (to be furnished correctly)
Name of Bank	
Bank Branch (Full address and Telephone Number)	
Bank Account Number (Must be Aadhaar seeded)	
IFSC Code	
MICR Code	

Signature of beneficiary * _____
Name of beneficiary _____
Date _____

Confirmation of Information provided:

It is certified that: - (i) Account number and IFSC/MICR Codes; account holder details; Bank branch details; Aadhaar/UID number/Virtual ID; mobile number have been verified by me and are correctly recorded above.

*Signature of Validator*** _____

File No. A-12014/1/2018-SS-III

Request for Proposal (RFP)

**For 'Creation of National Platform of Unorganized Workers and
Allotment of an Aadhaar Seeded Identification Number'**

Volume - II

Ministry of Labour & Employment

Rafi Marg

New Delhi

Government of India

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Acronyms

No.	Title	Title
1.	UWIN	Unorganized Workers Identification Number
2.	SECC	Socio-Economic Caste Census
3.	AMC	Annual Management Contract
4.	APIs	Application Programming Interface
5.	ASP	Application Service provider
6.	BI	Business Intelligence
7.	CAB	Change Advisory Board
8.	CAPEX	Capital Expenditure
9.	CEO	Chief Executive Officer
10.	CRM	Customer relationship management
11.	COTS	Commercial Off-the –Shelf
12.	CMMi	Capability Maturity Model Integration
13.	DC	Data Centre
14.	DD	Demand Draft
15.	DR	Disaster Recovery
16.	EMD	Earnest Money Deposit
17.	GST	Goods and Services Tax
18.	IPR	Intellectual Property Rights
19.	ISO	International Organization for Standardization
20.	MIS	Management Information System
21.	MSP	Managed Service Provider (Selected through this proposal)
22.	NCR	National Capital Region
23.	NIT	Notice Inviting Tender
24.	OEM	Original Equipment Manufacturer
25.	OPEX	Operational Expenditure

26.	PBG	Performance Bank Guarantee
27.	RDBMS	Relational Database Management System
28.	SDLC	Software Development Lifecycle
29.	SLA	Service Level Agreement
30.	SSL	Secure Sockets Layer
31.	SMS	Short Message Service
32.	SRS	System Requirement Specifications
33.	CPP	Central Procurement Portal

1 Data Sheet

Item	Description
Name of the Purchaser	Ministry of Labour and Employment
Tender Inviting Authority	Ministry of Labour and Employment on Behalf of President of the Republic of India
Job Requirement	Appointment of Managed Service Provider (MSP) for Design, Development, Implementation, Operation & Maintenance of Unorganized Workers Identification Number (UWIN) Platform
Method of Selection	The method of selection is Combined Quality and Cost Based Selection (QCBS). The weights given to the Technical and Commercial Proposals are: Technical = 65% and Commercial = 35%
Tender Fee (Non-Refundable & Not Exempted)	INR 10,000/- (INR Ten thousand only) by DD from a Scheduled bank in favor of Ministry of Labour and Employment payable at New Delhi.
Proposal Security/Earnest Money Deposit (EMD)	INR 1,25,00,000/- (INR One Crore, twenty five lakhs only) by DD from a Scheduled bank in favor of Ministry of Labour and Employment payable at New Delhi OR by a Bank Guarantee (as per format attached in Annexure-5 of Volume 2 of RFP)
Availability of RFP Documents	RFP Document shall be available on the Central Public Procurement Portal as well as MoLE website (URL: http://eprocure.gov.in/eprocure/app and www.labour.gov.in) from 12/06/2018 onwards
Last date for download of RFP	23/07/2018, 11:00 AM
Last date for Submission of Pre-Bid Queries	26/06/2018, 11:00 AM All the queries should be received on or before the prescribed date & time, through email only with subject line as follows: “RFP for Creation of National Platform of Unorganized Workers and Allotment of an Aadhaar Seeded Identification Number MSP Pre-Bid Queries __<Bidder’s Name>”. The queries should be submitted as per the format prescribed in Annexure-1. The Pre-Bid queries to be sent to the following Email Id: -- Email ID: punhanir@nic.in Designated Contact person for clarification is: Joint Secretary and Director General Labour Welfare

	<p>Ministry of Labour and Employment Government of India Jaisalmer House, Mansingh Road New Delhi-110011</p>
<p>Pre-Bid Workshop & Conference Time, Date, & Venue</p>	<p>25-06-2018, 3:00 PM Venue: Conference Hall, 1st Floor, Shram Shakti Bhawan, Rafi Marg, New Delhi</p>
<p>Date of Publishing of Responses to pre-bid queries Corrigendum by Purchaser</p>	<p>To be communicated later Note: The Purchaser shall not be obligated to respond to any or all the queries. The Purchaser may, at its sole discretion, choose to publish responses to the pre-bid queries and/or any corrigendum on Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) or may send the same through e-mail or any other means.</p>
<p>Last date and time for Proposal/Proposal submission (on or before)</p>	<p>23/07/2018, 3:00 PM Proposals shall be uploaded in the format and mode as provided for in the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) for this RFP and shall be digitally signed by the authorized signatory of the Bidder.</p>
<p>Submission of Integrity Pact, EMD and Letter of Authorization (Physical hard copy submission)</p>	<p>23/07/2018, 3:00 PM Bidders shall submit the original signed and stamped hard copy of the Integrity Pact, Letter of Authorization along with the EMD in a sealed envelope titled “<i>Integrity Pact, Authorization Letter & EMD - Appointment of Managed Service Provider (MSP) for Design, Development, Implementation, Operation & Maintenance of UWIN</i>” to the office of: Joint Secretary and Director General Labour Welfare Ministry of Labour and Employment Government of India Jaisalmer House, Mansingh Road New Delhi-110011 Integrity Pact shall be submitted in the proforma provided in Volume-2 of the RFP. Copy of EMD and duly executed Integrity Pact also needs to be uploaded on CPPP under a separate cover as provided above. If the Integrity Pact and EMD are not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be forthwith and summarily rejected.</p>
<p>Pre-Qualification Bid Opening -</p>	<p>23/07/2018, 3:30 PM</p>

Time, Date, & Venue	
Technical Bid Opening - Time, Date, & Venue	To be communicated later
Date for Technical Presentation by Bidders	Time to be intimated to individual bidders
Date & time for Opening of Commercial Bids	To be communicated later
Language of Proposal Submission	Proposals should be submitted in English only
Proposal Validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Proposals.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only
Name and Address for Communication and seeking clarifications	Address: Joint Secretary and Director General Labour Welfare Ministry of Labour and Employment Government of India Jaisalmer House, Mansingh Road New Delhi-110011 Email Id: <punhanir@nic.in>

Note: The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above Data Sheet is further elaborated in the subsequent sections of this RFP and the information provided in the Data Sheet and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

2 Instruction to Bidders

2.1 Eligible Bidders

All the pre-qualification criteria have to be met by the bidder. The bidder must be a System Integrator/Managed Service Provider Company which has the capabilities to deliver the entire scope as mentioned in the RFP.

The Pre-Qualification criteria may be referred to for details.

In case any bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale etc.), it may showcase credentials of its erstwhile current entity provided sufficient documentary proof is submitted with the proposal to evince that such credentials have accrued to/ transferred to/ are in the name of the bidding entity and the bidding entity is authorized to use such credentials. Notwithstanding the foregoing, credentials of parent entity, holding entity, subsidiaries or affiliates etc. cannot be used (and shall not be considered) unless such parent entity, holding entity, subsidiaries or affiliates etc. is an integral part of the consortium and is itself bidding.

2.2 Sub-contracting

Sub-contracting is not allowed.

2.3 Proposal Preparation Costs

The Bidder shall be bearing all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation and submission of proposal, in providing any additional information required by the purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the proposal process. The Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process.

2.4 Tender Fee

Notice Inviting Tenders (NIT) can be downloaded from the website URL mentioned in the Data Sheet.

The scanned copy of Demand Draft for Tender Fee of Rs.10,000/- (Non-refundable) is to be submitted at the address provided in the Data Sheet before the last date of submission of Proposal Response. The Demand Draft should be drawn from a nationalized bank in favour of Ministry of Labour and Employment payable at New Delhi. It should be sent to MoLE at the address mentioned in the RFP to reach on or before the last date and time for submission of the Proposal. No physical sale of Application form will be made. There is no exemption from payment of the cost of Proposal document and proposals without requisite fees shall not be accepted

2.5 Earnest Money Deposit (EMD)

- a) The Bidders shall submit an Earnest Money Deposit (EMD) as bid security fee in the form of Demand Draft of any bank in favor of Ministry of Labour and Employment and payable at New Delhi from a scheduled bank, along with a signed and stamped copy of the Integrity Pact in a sealed envelope, of an amount and as per the details as mentioned in the Data Sheet above. EMD in any other form will not be accepted. EMD must remain valid for at least 45 (Forty five) days beyond the validity of the proposal and the validity of the EMD should be extended in the

event the last date of submission of the Proposal is extended. No interest will be payable by Purchaser on the EMD.

- b) Copy of the EMD instrument should be uploaded onto CPP Portal in the Proposal Cover for EMD and the hardcopy of the same shall be submitted as per guidelines mentioned in the Data Sheet.
- c) The EMD is required to protect the Purchaser against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause (g) below.
- d) EMDs of all unsuccessful Bidders will be returned, without interest, at the earliest after expiry of the final proposal validity and latest on or before the 90th day after the awards of contract.
- e) The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format specified in Annexure-2 Section 6.8 of this RFP) by the successful Bidder.
- f) In case the EMD is not received by the stipulated deadline then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- g) The EMD may be forfeited:
 - If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Proposal 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 proposal;
 - If the bidder tries to influence the evaluation process.
 - 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.
 - If the documents information provided by the bidder during the proposal process is found to be incorrect, false or misleading.

2.6 Integrity Pact

The Bidder is required to enter into an Integrity Pact with the Purchaser. For this, the Bidder shall submit the original signed and stamped Integrity Pact as part of an envelope titled "Integrity Pact, Authorisation Letter & EMD" as per dates mentioned in the Data Sheet above, failing which, the Proposal submitted by the concerned Bidder will be liable to be forthwith and summarily rejected. The format for the Integrity Pact is provided in Annexure-2 Section 6.7 of this Volume-2 of this RFP.

2.7 Pre-Bid Meeting & Clarifications

2.7.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to Purchaser as per the submission mode and timelines mentioned in the Data Sheet. The pre-bid queries should be submitted in the format as mentioned in Annexure-1 of this Volume of the RFP, along with name and details of the Bidder submitting the queries. Any requests for

clarifications received after the expiry of the date and time mentioned in the Data Sheet shall not be entertained by the Purchaser. Further, the Purchaser reserves the right to issue or not issue any responses/clarifications/corrigendum at its own discretion.

2.7.2 Responses to Pre-Bid Queries and Issue of Corrigendum

The Purchaser will organize a Pre-bid Conference as mentioned in the Data Sheet and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-bid queries after the Pre-Bid Conference as mentioned in the Data Sheet.

Only persons, duly authorised by the Bidder, will be allowed to participate in the pre-bid meeting. The authorised representatives should carry a valid proof of identification for verification before the commencement of the pre-bid Conference.

The Purchaser will endeavour to provide timely response to all the queries. However, the Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders. Any modifications of this RFP, which may be necessary as a result of the pre-bid Conference or for any other reason, shall be made available by the Purchaser exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment of the RFP, the Proposal submission date may be extended by the Purchaser in the sole discretion of the Purchaser. The purchaser may extend the last date & time for the submission of proposals, and the extended date will be displayed on the website www.labour.gov.in and CPP portal only.

All clarifications and any other corrigendum notification issued by the Purchaser subsequent to the issuance of this RFP, shall be published in the CPP Portal or MoLE website as mentioned in the Data Sheet.

2.8 Proposal Validity Period

- a) Proposal shall remain valid for the time mentioned in the Data Sheet.
- b) Purchaser may request the Bidder(s) for an extension of the period of validity of the proposal up to 90 more days. Bidders will be required to extend the validity of the proposals for such 90 days period. The validity of the EMDs as requested in section 2.5 should also be suitably extended if called upon to do so by Purchaser. Bidders will have the right to refuse to extend the validity of proposals beyond the said 90 days period and to withdraw the proposals. The request and the responses thereto shall be made in writing (or by fax or email).

2.9 Submission of Proposals

- a) A three-staged bid system will be followed for this RFP with a Combined Quality and Cost Based Selection criterion. The three bids are (i) Pre-Qualification Proposal along with Integrity Pact, Authorisation Letter and Earnest Money Deposit (EMD) (ii) Technical Proposal and (iii) Commercial Proposal.
- b) 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>.

- c) 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. 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.
- d) 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
(URL: <https://eprocure.gov.in/eprocure/app>).
- e) There are various search options available on the CPP Portal to facilitate the Bidders to search active RFPs by several parameters. These parameters include RFP ID, organization name, location, date, value etc. There is also an option for advanced search for active RFPs, wherein the Bidders may combine a number of search parameters such as organization name, location, date, etc. to search for an RFP published on the CPP portal. Once the Bidders have selected the RFP they are interested in, they may download the required documents RFP schedules. These RFP documents can be moved to the respective “My Tenders” folder. This will enable the CPP Portal to intimate the Bidders through SMS e-mail in case there is any Corrigendum issued to the RFP document. The Bidder should make note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification help from the Helpdesk.
- f) 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 as mentioned below:

Cover Number	Cover Name	Content
One	Pre-Qualification proposal	<ul style="list-style-type: none"> • Pre-Qualification proposal as per Section 2.10.1 along with the required supporting documents. • No Deviation Certificate as per Annexure-2 of this volume of the RFP (Section 6.5) • Total Responsibility declaration as per Annexure-2 of this volume of the RFP (Section 6.6) • Scanned copy of the signed and stamped Integrity Pact, Letter of Authorization, RFP Document Fee, EMD (Original documents to be submitted to the Purchaser)
Two	Technical	<ul style="list-style-type: none"> • Technical Proposal as per Section 2.10.2

	proposal	
Three	Commercial proposal	<ul style="list-style-type: none"> • Commercial Proposal as per Section 2.10.3

- g) The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal. The Proposal documents can generally be in the PDF/XLSX/RAR formats. The Proposal documents may be scanned with 100 dpi with black and white option.
- h) The Bidder should try to submit the Proposal well before the last date and hence to avoid any inconvenience at the last moment. The Proposal submission date and time will be as mentioned in the “Data Sheet”, Volume-2 of this RFP. The Bidder will not be allowed to submit the Proposal after the Proposal submission time. The Bidder has to digitally sign and upload the required Proposal documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Proposal, an EMD amount as mentioned in the Data Sheet. The Bidder has to select the payment option as “Offline” to pay the EMD as applicable and enter the details of the instrument. The Bidder shall seal the EMD envelope containing the original Demand Draft Bank Guarantee. The Bidder shall mark its name and RFP reference number on the reverse of the Demand Draft in the Bank Guarantee before sealing the same. The address of the Purchaser, Name and Address of the Bidder and the RFP Reference Number shall be marked on the envelope.
- i) A standard BoM (Bill of Material) and Commercial Proposal format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their Commercial Proposals in the format provided and no other format will be acceptable.
- j) All the documents being submitted by the Bidders will be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorised persons until the time of Bid opening. The confidentiality of the Proposals is maintained using the secured socket layer 128 bit encryption technology. Data storage encryption for sensitive fields is done. The uploaded Proposal documents become readable only after the Bid opening by authorized Bid openers.
- k) Upon successful and timely submission of Proposals, the portal will give a successful Proposal submission message and a proposal summary will be displayed with the Bid number and the date and time of submission of the Proposal with all other relevant details.
- l) The Bidder is allowed to re-submit the Proposal and related Proposal documents before the last date of Proposal submission and time. The Proposal can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Proposal submitted by the Bidder before the Proposal submission date and time will be considered for Proposal evaluation.
- m) The Bidder is permitted to withdraw his Proposal before the last date and time of Proposal submission through CPP portal. The bidder should provide the supporting reasons for proposal withdrawal and attach the supporting letter to the Purchaser.
- n) Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Proposal submission or queries relating to the CPP portal in general may be directed to the 24*7 Helpdesk. The national toll free number for the helpdesk is 0120-4001002.

o) Important instructions:

- a. The proposal documents with enclosures sent through telex/email etc., and offers not submitted in the e-bid formats shall be summarily rejected.
- b. All information called for in the enclosed Annexure/ format shall be furnished against the respective columns in the forms. If the information is provided in a separate document, a reference to the same should give against respective columns in such cases. If any particular query is not applicable, it shall be stated as “Not Applicable.”
- c. The requisite Bid Document fee and EMD shall reach the Purchaser at the address specified on or before the closing date, i.e., by Proposal Submission End Date & Time as mentioned in Datasheet.

2.10 Proposal Format

Bidder shall submit their proposals in the format mentioned in the following sub-sections. Proposals not in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid binding on the Bidder and that is acceptable to the Purchaser. In any event, the Purchaser shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the Purchaser.

2.10.1 Pre-Qualification Proposal Format

Section No.	Section Heading	Details
Section 1	Pre-Qualification Proposal Covering Letter	As per format provided in <u>Section 6.1</u>
Section 2	Integrity Pact	Scanned Copy of the Integrity Pact. Details in <u>Section 2.6</u>
Section 3	Authorization Letter	Scanned copy of the Authorization Letter. Details in <u>Section 2.12</u>
Section 4	EMD	Scanned copy of the EMD. Details in <u>Section 2.5</u>
Section 5	Profile of the Bidding Firms	As per format provided in <u>Section 6.2</u>
Section 6	Pre-Qualification Criteria	Pre-Qualification criteria table as mentioned in <u>Section 3.5</u> with response and reference against each criteria
Section 7	Power of Attorney Copy of Board Resolution	Power of Attorney executed by Bidder in favor of Authorized Signatory signing the proposal.
Section 9	No Deviation Certificate	As per format provided in <u>Section 6.5</u>
Section 10	Total Responsibility	As per format provided in <u>Section 6.6</u>

	Certificate	
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Note: The hardcopies of Integrity Pact, Authorisation Letter and Earnest Money Deposit (EMD) documents will have to be sent to address as mentioned in the Data Sheet within the time, also mentioned in the Data Sheet.

2.10.2 *Technical Proposal Format*

Section #	Section Heading	Details
Section 1	Technical Proposal Covering Letter	As per format provided in Section 7.1
Section 2	About Bidder	Bidder's General Information as per format provided in Section 7.2
Section 3	Bidder's Experience	As per Section 3.6 Citations need to be provided as per the format provided in Section 7.3
Section 4	Understanding of Scope of Work	Bidder needs to elaborate on its understanding of the background and scope of work of the assignment.
Section 5	Proposed Design and Overall Solution including components proposed and Sizing for the different components	As per Section 3.6.2.
Section 6	Approach and Methodology	As per Section 3.6.3 Shall include, inter alia, Project Plan as per format provided in Section 7.5
Section 7	Project Plan	Format as per Annexure-3 Section 7.7
Section 8	Resource Planning & Key Personnel proposed	As per Section 3.6.4 Governance structure Resource Deployment Plan as per format provided in Annexure-3 of this volume of the RFP (Section 7.8) CVs as per format provided in Annexure-3 of this volume of the RFP (Section 7.9)
Section 9	Bill of Material (BoM)	Format as per Annexure-3 Section 7.10
Section 10	Governance Structure & Escalation Framework along with Risk Management Plan	Format as per Annexure-3 Section 7.11
Section 11	Exit Management Plan	Format as per Annexure-3 Section 7.12

Section 12	Performance Improvement Plan	Format as per Annexure-3 Section 7.13
Section 13	Other Supporting Documents	

2.10.3 *Commercial Proposal Format*

Section #	Section Heading	Details
Section 1	Commercial Proposal Covering Letter	As per format provided in Section 8.1
Section 2	Cost Details	As per formats provided in Section 8

The Bidder must submit the Commercial Proposal in the formats specified in **Section 8**.

The Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total contract value covers all obligations of the Bidder mentioned in or to be reasonably inferred from the Bidding documents in respect of providing the product services.

Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transactions between Purchaser and the bidder. It is mandatory that such charges wherever applicable/payable should to be indicated separately in the Financial Forms. However, should there be a downward or upward revision in the applicable taxes; the benefit of same will be passed on to the Purchaser or the selected Bidder as the case may be.

Prices quoted by the Bidder shall remain firm during the entire contract period and shall not be subject to variation on any account except change in applicable tax rates. A Proposal submitted with an adjustable price quotation will be treated as non-responsive and rejected.

The prices quoted shall be inclusive of transportation charges and all other expenses including but not limited to those related with the visits of Bidder’s Personnel to various site(s) of the Purchaser. All prices/rates should be written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the proposal liable for rejection. Bidders should ensure that there are no alterations/corrections in the prices/rates submitted by them. In case of a discrepancy between the prices/rates in figures and words, the prices/rates quoted in words will be considered as correct.

The prices/rates quoted shall be firm and final throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision/upward modifications, on any account, whatsoever.

The Purchaser reserves the right to review and negotiate the price payable, with the selected Bidder, to incorporate downward revisions as applicable and necessary, at any time during the period of Contract.

2.10.4 *Discount*

The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the best evaluated Proposal, MoLE shall avail such discount at the time of award of contract.

2.11 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to the proposals exchanged by the Bidder and the Purchaser, should also be written in English language only. The Proposal document shall be typewritten, and there shall not be any overwriting or cutting or interpolation.

2.12 Authentication of Proposals

The Authorised Signatory representing the Bidder shall digitally sign all Proposal documents uploaded on Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) and submit physically signed and stamped scanned copies of Integrity Pact, Letter of Authorisation and the EMD. The Proposal should be accompanied by an authorization in the name of the signatory of the Proposal. The authorization shall be in the form of a written power of attorney or a Board resolution in favour of the person submitting the Proposal.

2.13 Amendment of Request for Proposal

At any time prior to the deadline for submission of the proposals, the Purchaser, for any reason, may modify the RFP at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Proposal Document by an amendment/ corrigendum/ addendum. Such amendments shall be binding on the Bidders. Such amendments will be notified through the MoLE website www.labour.gov.in and CPP Portal only.

In order to provide prospective Bidders reasonable time in which to take the amendment/ corrigendum/ addendum into account in preparing their proposals, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals. The Purchaser may at any time during the bidding process request the Bidder(s) to submit revised Technical / Commercial Proposals and/or Supplementary commercial proposals without thereby incurring any liability to the affected Bidder or Bidders.

2.14 Completeness of Response

- a) The Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications. Each proposal response shall specify only a single solution which is cost effective and meets the RFP specifications, and it is the responsibility of the bidder to decide the best suitable solution. The bidder shall effectively communicate the solution offered by the bidder and shall cover all the requirements as prescribed in the Request for Proposal (RFP).
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - iii. Comply with all requirements as set out in this RFP.

- c) The Proposals shall be submitted strictly in accordance with the requirements and terms & conditions of this RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure-2, Section 6.5 of Volume-2 of the RFP. The Proposals with deviation(s) are liable for rejection.

2.15 Late Proposals

The Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Proposals submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. The Purchaser shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

Given that the proposal submission has to be made online, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Proposal well in advance to avoid any last minute hassles, ensuring that the names/formats of the files to be uploaded are as per the CPP requirements, using the prescribed browser for upload etc. Purchaser shall not entertain any proposals which could not be uploaded or uploaded properly in the portal for whatsoever reasons.

2.16 Right to Terminate the Process

The Purchaser may terminate the RFP process at any time and without assigning any reason. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone. The Purchaser will not be liable in any way to any person in case of termination of this Bid process except that if the EMD has been received from the Bidder prior to such termination, the EMD will be returned (without any interest) as promptly as possible to the respective Bidders. Non-Conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration if

- a) It does not comply with the requirements of this RFP;
- b) The proposal appears to be “canned” presentations of promotional materials that do not follow the format required under this RFP or do not appear to address the particular requirements of the solution

2.17 Acceptance/Rejection of Proposals

The Purchaser reserves the right to reject any or all Proposals without assigning any reason thereof. The Purchaser also reserves the right to assess the Bidder’s capabilities and capacity, and accept any proposal under this RFP in full or in part without assigning any reason thereof. In either case, the decision of the Purchaser shall be final and binding. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature are submitted along with the Proposals which amount to deviations in any form, the Purchaser reserves the right to seek withdrawal of such assumptions, presumptions, key points of discussion, recommendation or any points of similar nature by the bidder. If the bidder does not withdraw such assumptions etc., the proposal may be rejected by Purchaser. If a discrepancy is found in a Proposal, the same may be conveyed to the Bidder with target date up to which the Bidder has to send his acceptance on the above lines and if the Bidder does not agree to the decision of the Purchaser the Proposal is liable to be rejected.

If the Bidder does not meet even one of the Pre-Qualification criteria separately, as mentioned in Section 3.5 of this Volume-2, the Bidder shall be disqualified and the entire Proposal shall be rejected.

The duly filled proposal shall be submitted to the e-Procurement Portal. Proposals submitted by any other means like by Telex, Fax or e-mail shall not be entertained.

- a) A proposal may be rejected at any stage of the evaluation processing till award of the contract if it is found that the bidder has provided misleading information or has been blacklisted by any government organisation or has indulged in any malpractice/ unethical practice or submitted forged/tampered document/suppressed any material/substantial information/fact and had not honoured contractual obligation elsewhere.
- b) If Bidder is found to exhibits a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c) Any effort by a Bidder to influence the Purchaser’s proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the Bidder’s proposal.
- d) If the bidder deliberately gives incorrect or misleading information in their proposal or wrongfully creates circumstances for the acceptance of the proposal, the Purchaser reserves the right to reject such a proposal at any stage.

2.18 Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

2.18.1 Technical Rejection Criteria

- a) Technical Proposal containing commercial details.
- b) Revealing of Prices in any form or by any reason before opening the Commercial Proposal
- c) Failure to furnish all information required by the Proposal Document or submission of a proposal not substantially responsive to the Proposal Document in every respect.
- d) Bidders not quoting for the complete Scope of Work as indicated in the Proposal documents, addendum (if any) and any subsequent information given to the Bidder.
- e) The Bidder’s Proposal is conditional and has deviations from the terms and conditions of RFP.
- f) The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
- g) If the proposal does not conform to the timelines indicated in the proposal.
- h) Failure to adhere to the Submission Forms specified for Technical Proposal response.
- i) Proposal that is not accompanied by required documentation as required for pre-qualification or is non-responsive to the terms and condition and stipulated herein or does not conform to the Submission Forms specified for Pre-Qualification Proposal response.
- j) Proposals without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- k) If the Proposal is received after the due date and time;

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- l) If the Proposal is submitted with lesser validity period;
 - m) In case any one party submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Proposals are withdrawn upon notice immediately.

2.18.2 Commercial Rejection Criteria

- a) Incomplete Commercial Proposal
- b) Commercial Proposals that do not conform to the Commercial proposal format.
- c) The prices quoted by the Bidder do not include all statutory taxes and levies applicable.
- d) Commercial proposals in any currency other than Indian Rupees
- e) If there is an arithmetic discrepancy in the commercial proposal calculations the purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its proposal may be rejected.
- f) During validity of the Proposal, or its extended period, if any, the Bidder increases its quoted prices;

2.19 Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) during the selection process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be.
- b) Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the Agreement, if a Bidder is found by the Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Purchaser during a period of 3 years from the date such Bidder is found by Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the selection process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or

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

- ii. “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- iii. “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- iv. “Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by the Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
- v. “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

2.20 Conflict of Interest

Any party involved in preparation of this RFP is not allowed to bid. Further, any bidder who has or anticipates any conflict of interest with any of its current assignments while performing work under this RFP, shall notify of the same to Purchaser with mitigation plan, within at most 3 weeks of publication of this RFP and Purchaser may decide whether to allow such bidder to bid or not.

2.21 Key Personnel

Purchaser has identified certain key positions and minimum qualifications for each of these positions that should be part of project team of the bidder (hereby referred to as “key personnel”). These resources would be dedicated resources at MSP’s location for the duration of the project.

The Managed Service Provider shall deploy key personnel as part of the project team as per the scope of work for this RFP. The following key personnel will operate from Purchaser/ MSP premises as decided by the Purchaser. Their deployment will be as per the deployment plan proposed by the bidder and agreed by Purchaser:

Sr.No.	Role	Pre Go Live	Post Go Live
1	Program Manager	Yes	Yes
2	Expert- Software Development	Yes	Yes
3	Expert- Testing	Yes	Yes
4	Expert- Release Management	Yes	Yes
5	Solution Architect	Yes	
6	Expert- Database	Yes	Yes
7	UI Expert	Yes	Yes
8	Expert- Business Intelligence and		Yes

	Analytics		
9	Expert- CRM and MIS	Yes	Yes
10	Expert – Grievance Redressal		Yes
11	Security Architect	Yes	
12	Expert- Information Security and Data Privacy		Yes
13	Expert- Technical Training		Yes
14	Expert- Capacity Building	Yes	Yes

Purchaser will provision space for MSP personnel in its premises in case of resource deployment at Purchaser's premises. The profiles for the above roles are provided in section 3.6.4. The key personnel deployed on this project have to be on the payroll of the bidder and necessarily have to be Indian citizens.

The bidder is free to deploy its development, technical, and operational teams at its own offices. The bidder has to ensure that the Service Levels are met at all times. The bidder has to provide the detailed CV's of the personnel deployed by them for the project. The cost of the deployed personnel shall be part of the overall cost quoted by the Managed Service Provider for this RFP. Any cost on account of project team/resources deployed shall not be attributable to Purchaser.

It is recommended that the Program Manager and the Solution Architect be present during the technical presentations/demonstrations, if the bidder qualifies for the technical evaluation.

On-Demand Services

During the Phase II and Phase III of the project, the UWIN platform is envisioned to be used as an avenue for extending different scheme related services, both at central and state levels. Phase II shall also involve activities such as integration of UWIN database with other databases for updation and usage of UWIN database by states and in line departments for their own schemes. Similarly, during Phase III, integration of UWIN databases with existing portals such as NCS, Skill Development etc. may also take place. For all such exercises, the bidder needs to specify the cost of additional resources apart from the ones listed above to carry out these tasks. Three categories of resources have been identified basis the work experience in their respective fields/ areas of expertise. The bidder needs to specify, as part of its Commercial Bid, the costing of these resources on Twelve man-months basis. These resources may then be engaged by the Purchaser on need-basis during the tenure of the project (2 years). In case of extension of the project, a year-on-year increase of 5 % would be applicable on each category of resources.

2.21.1 *Obligation*

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the services during the term:

1. unless that person resigns, is terminated for cause, dies, is long-term disabled to render prescribed services, is on permitted mandatory leave under Applicable Law or retires; or
2. without Purchaser's prior written consent

2.21.2 *Replacement*

In case any key personnel have resigned then the bidder has to inform Purchaser within one week of such resignation. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the key personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by bidder and approved by Purchaser.

Before assigning any replacement member of the key personnel to the provision of the services, bidder shall provide Purchaser with:

1. A resume, curriculum vitae and any other information about the candidate that is reasonably requested by Purchaser; and
2. An opportunity to interview the candidate.

The bidder has to provide replacement resource of equal or better qualification and experience as mandated in the RFP. If Purchaser objects to the appointment, bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.

The bidder has to ensure at least four weeks of overlap period in such replacements. Purchaser will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost because of replacement – this cost has to be incurred by the MSP only.

The team of the bidder deployed for the project (Key personnel and others) will be allowed a total of 22 days leaves in a financial year (pro-rata allowed every quarter). MSP has to ensure suitable replacement for personnel deployed for critical tasks during their leaves. For any leaves more than 22 days, Purchaser reserves the right to deduct appropriate amounts based on the blended man month costs quoted by the bidder from the due payments. In any case the Service Level Agreements have to be met at all times.

The calendar of Government of India will be applicable for administrative purposes.

2.21.3 *High Attrition*

If in the first six month period from the Agreement effective date or in any rolling 12 months period during the term, 20 percent or more of the members of the Key Personnel cease or reduce their involvement in the services for any reason other than with Purchaser's prior written consent, bidder shall:

1. Provide Purchaser with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by bidder with any departing member of the Key Personnel; and
2. If such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, MSP undertakes to make adequate and reasonable efforts to retain such key personnel at its own costs and expense.

3 Selection Process for Bidder

3.1 Opening of Bids

The Bids will be opened by Purchaser in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the bid. Even if no representative of the bidder is available, the Bid shall be opened as per schedule.

There will be three bid-opening events:

a) Cover 1 (Pre-Qualification proposal)	b) Cover 2 (Technical proposal)	c) Cover 3 (Commercial proposal)
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The venue, date and time for opening the Pre-qualification proposal and Technical proposal would be displayed on the website www.labour.gov.in and CPP portal. In the event of the specified date of Bid opening/presentation being declared a holiday by the Government of India, the Bid shall be opened at the appointed time and location on the next working day. The date and time for opening of Commercial proposal would be communicated to the qualified bidders.

The Bidder's names, modifications, if any, in the Performa and the presence or absence of requisite fees and such other details will be announced at the time of opening of Bid. No Proposal shall be rejected at the time of bid opening except in the case of late submission of proposal.

The Technical Proposals of only those bidders will be opened who clears the Pre-qualification stage.

The Commercial Proposals of only those bidders will be opened who score equal to or more than qualifying marks in Technical Proposal.

3.2 Preliminary Examination of Proposals

The Purchaser will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the Proposals are generally in order. Any Proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the Purchaser and shall not be included for further consideration.

Initial Proposal scrutiny will be held and the Proposals will be treated as non-responsive, if Proposals are:

- Not submitted in the format as specified in this RFP document;
- Received without the Letter of Authorization (Power of Attorney);
- Found with suppression of details;
- Submitted with incomplete information, subjective, conditional offers and partial offers;
- Submitted without the documents required under this RFP;
- Non-compliant to any of the clauses mentioned in this RFP;
- With lesser validity period than prescribed in this RFP.

3.3 Clarification on Proposals

During the proposal evaluation, Purchaser may, at its discretion, seek clarifications or ask the Bidders to make Technical presentations on any aspect(s) from any or all the Bidders. The request for clarification and the response shall be in writing, and no change in the price or substance of the proposal shall be sought, offered, or permitted.

3.4 Evaluation Process

The Purchaser shall evaluate the responses to this RFP and scrutinize the supporting documents documentary evidence. Inability to submit the requisite supporting documents documentary evidence, may lead to rejection. The decision of the Purchaser in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Purchaser. The Purchaser may ask for meetings with the Bidders to seek clarifications or confirmations on their proposals. During the Proposal Evaluation, Purchaser reserves the right to reject any or all the Proposals. Each of the responses/Proposals shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

3.4.1 Stage 1: Pre-Qualification

- a) The Purchaser shall open “Pre-Qualification Proposal”. The Pre-Qualification proposal MUST contain all the documents mentioned in “Annexure-2 – Formats for Submission of the Pre-Qualification Proposal”. Each of the Pre-Qualification condition mentioned in Section 3.5 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Section 3.5 and Annexure-2 of Volume-2 of the RFP. A checklist has to be created with proper page-wise indexing of all supporting documents
- c) Results of the Pre-Qualification Proposal opening will be published on the CPP portal.

3.4.2 Stage 2: Technical Evaluation

- a) “Technical proposal” will be opened only for Bidders who succeed in Stage 1.
- b) Purchaser will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at Purchaser’s discretion.
- c) It is mandatory to provide the Bill of Material (BOM) along with the Technical Proposal.
- d) The bidders' technical solutions proposed in the proposal document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.6.
- e) The Bidders will be required to make a presentation on the technical and operational aspects of the proposed solution. The decision to accept/reject the technical proposal will be made on the basis of this presentation, and it will be binding on the bidders. No further correspondence in this regard shall be entertained. Bidders shall present the proposal to Purchaser as per the agenda mentioned in Section 3.6.5.
- f) Each Technical Proposal will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get an aggregate Technical score of **75%** or more will qualify for

commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.

- g) Bidder should also score at least 70% in individual sections of Technical Evaluation as mentioned in Technical Evaluation Framework. Failure to score more than 70% in even one section will lead to Technical Disqualification of the proposal.

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)

For 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

3.4.3 Stage 3: Commercial Evaluation

- All the technically qualified bidders will be notified to participate in Commercial Proposal opening process.
- The commercial proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at Purchaser's discretion.
- Commercial Proposals that are not meeting the condition mentioned in Section 2.10 shall be liable for rejection.
- The Normalized commercial score of the technically qualified bidders will be calculated, while considering the Total Contract Value given by each of the Bidders in the Commercial Proposal as follows:

Normalized Commercial Score of a Bidder = {Lowest Quote/Bidder's Quote} X 1000 (adjusted to 2 decimals)

Example:

Bidders	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

1. The proposal price will include all taxes, levies, duties, etc. (applicable GST) and shall be in Indian Rupees and mentioned separately.
2. Any conditional proposal would be rejected
3. The date, time and venue of the opening of the commercial proposal of the technically shortlisted bidders will be displayed on the website www.labour.gov.in and CPP portal only.
4. Errors & Rectification: Bidders are advised to exercise the greatest care while entering the pricing figures. No requests regarding correction of mistakes in the financial proposals shall be entertained after the proposals are submitted. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting are found the proposal shall be rejected summarily.

Arithmetical errors will be rectified on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the evaluation, there is obviously a gross error such as a displacement of a decimal point, in which case the line item total will prevail or whichever is logically correct
- b) If there is a discrepancy between amount in words and figures, the amount in words will prevail.
- c) If the Bidder does not accept the error correction, its Proposal will be rejected and its EMD may be forfeited.
- d) The items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items
- e) In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal,
 - a. If the Time-Based form of contract has been included in the RFP, quantification indicated in the Financial Proposal shall be corrected so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost,
 - b. If the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

Notwithstanding the above, the decision of the Purchaser shall be final and binding to all.

3.4.4 *Undertaking for reasonableness*

The bidder shall furnish undertaking along with financial proposal that to the best of their knowledge and belief:

1. Quoted rates are at par with the prevailing market rates and not more than the price usually charged for services of same nature/class or description from any private purchaser either foreign or Government purchaser.
2. In respect of indigenous items for which there is a controlled price fixed by the Act/any Govt/statutory body, the price quoted are not higher than the controlled price.
3. Services/Products/Goods supplied, are of requisite specification and quality.

3.4.5 *Stage 4: Final score calculation through QCBS*

- The final score will be calculated through Quality and Cost selection method based with the following weight-age:
Technical: 65%
Commercial: 35%
- Final Score** = (0.65* Normalized Technical Score) + (0.35* Normalized Commercial Score)
 The bidder with the highest **Final Score** shall be treated as the Successful bidder.
- 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.

Note:

- The proposal price will include all taxes and levies and shall be in Indian Rupees and mentioned separately. However, for calculation of L1, the proposal price including taxes and levies will be considered.
- Conditional proposals would be rejected.

3.5 Pre-Qualification Criteria

The Bidder's pre-qualification proposal will be evaluated as per the following criteria:

#	Parameter	Pre-qualification criteria Description	Evidence required
1.	Legal Entity	<p>The Bidder should be</p> <p>A company incorporated in India under the Companies Act, 1956/Limited Liability Partnership (LLP) registered under LLP Act, 2008 and subsequent amendments thereto</p> <p>Registered with the Service Tax and VAT Authorities in India</p> <p>Should have been operating in India, for the last three financial years (FY 2015-16, FY 2016-17, FY 2017-18)</p>	<p>Copy of Certificate of Incorporation</p> <p>Copy of Registration Certificates with the Service Tax/VAT Authorities</p> <p>Copy of audited Balance Sheets and Profit & Loss Statements for the last three financial years (FY 2015-16, FY 2016-17, FY 2017-18)</p> <p>The aforementioned documents shall be required from the Bidder.</p>
2.	Sales Turnover	<p>Bidder is an IT System Integrator, it should have an average annual revenue of at least INR 1000 Crores each in last 3 financial years (FY 2014-15, FY 2015-16, FY 2016-17) from IT system integration services, software consultancy, software development & implementation services</p> <p><i>(Note: Turnover, from sales of OEM software licenses or hardware, not sold as part of any system integration projects, to be excluded)</i></p>	<p>Copy of audited Balance Sheets and Profit & Loss Statements for the last three financial years (FY 2014-15, FY 2015-16, FY 2016-17).</p> <p>In case the P&L Account shows consolidated revenues, then a Certificate from the Statutory Auditor/Company Secretary of the bidder, is required to be submitted to corroborate that the revenues of the Bidder.</p>

		<p><i>while calculating this turnover)</i></p> <p><i>For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</i></p>	
3.	Profitability and Net worth	<p>a) Bidder should be profit making (Net profit before tax) as per the audited financial statements in last 3 financial years (FY 2014-15, FY 2015-16, FY 2016-17).</p> <p>b) For the purpose of this criterion, profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited financial statements for the last three financial years.</p> <p>Certificate from Chartered Accountant</p>
4.	Experience in development and maintenance of a large scale IT System Integration Projects	<p>a) The Bidder is an IT System Integrator, it should have the experience in SI projects of similar nature (implemented nation-wide, state-wide or globally in last 5 financial years (FY 2012-17) including Software Application design, development & maintenance. It excludes the cost of procurement, deployment and maintenance of infrastructure. The above project(s) should meet the following requirement:</p> <p>At least 3 such projects of value of INR 150 Cr or more</p> <p>OR</p> <p>At least five such projects each of value of INR 100 Cr or more</p> <p>OR</p> <p>At least seven such projects each of value of INR 75 Cr or more</p> <p>In addition, the Bidder should have the experience of development, implementation and maintenance of</p>	<p>Citation as per format specified in Section 6.3</p> <p>AND</p> <p>Copy of Work Order AND Completion Certificates from the client;</p> <p>OR</p> <p>Work Order AND Self Certificate of Completion certified by the Statutory Auditor Company Secretary;</p> <p>OR</p> <p>Work Order AND Phase Completion Certificate from the client;</p> <p>OR</p> <p>Copy of client certificate as documentary proof for the stated criteria and implementation status;</p> <p>OR</p> <p>Certificate by the Company Secretary of the bidder for the stated criteria and</p>

		<p>e-governance application or e-governance portal implemented in the last 5 financial years (FY 2012-17) meeting the following requirement:</p> <p>At least 2 such project of value more than INR 50 Cr, OR</p> <p>At least 4 such projects each of value more than INR 30 Cr, OR</p> <p>At least 6 such projects each of value more than INR 20 Cr</p>	<p>implementation status.</p> <p>[Note 1 – In case of integrated project, relevant certificate from the Statutory Auditor confirming value of relevant work to be submitted.</p> <p>Note 2 – All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity</p> <p>Note 3 – All the supporting documents mentioned above shall be required from all the bidding entities</p>
5.	Experience in Grievance Redressal Management Services	<p>The Bidder should have the experience of executing Grievance Redressal Management Services Project in the last 5 years (ending last day of month previous to the one in which Proposal applications are invited) in India:</p> <p>At least 2 such project of value more than INR 20 Cr, OR</p> <p>At least 3 such projects each of value more than INR 15 Cr, OR</p> <p>At least 5 such projects each of value more than INR 10 Cr</p>	<p>Copy of work order + Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity); OR</p> <p>Work Order + Phase Completion Certificate from one of the Directors of the bidding entity/client certificate</p>
6.	Experience in Business Intelligence and Analytics	<p>The Bidder should have the experience of executing Business Intelligence and Analytics Project in the last 5 years (ending last day of month previous to the one in which Proposal applications are invited) in India:</p> <p>At least 2 such project of value more than INR 20 Cr, OR</p> <p>At least 3 such projects each of value more than INR 15 Cr, OR</p> <p>At least 5 such projects each of value more than INR 10 Cr</p>	<p>Copy of work order + Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity); OR</p> <p>Work Order + Phase Completion Certificate from one of the Directors of the bidding entity/client certificate</p>

7.	Certifications	The Bidder should possess valid CMMi 5 or later certificate as on the date of submission of the proposal.	Copy of the valid requisite certificates (Note- the certificates have to be in the name of the Bidder)
8.	Blacklisting	The Bidder should not have been blacklisted by Govt. of India/State Government/Central PSU at the time of proposal submission date.	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory from Bidder.

Note: In case the Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale etc.) in the last three financial years (FY 2014-15, FY 2015-16, FY 2016-17), it may showcase credentials of its erstwhile current entity provided sufficient documentary proof is submitted with the proposal to evince that such credentials have accrued to transferred to are in the name of the bidding entity and the bidding entity is authorized to use such credentials. Notwithstanding the foregoing, credentials of parent entity, holding entity, subsidiaries or affiliates etc. cannot be used (and shall not be considered) unless such parent entity, holding entity, subsidiaries or affiliates etc. is an integral part of the consortium and is itself bidding.

All the citations that have to be provided for pre-qualification criteria shall be as per the format provided in Section 6.3.

3.6 Technical Evaluation Framework

The bidder's technical solution proposed in the technical evaluation proposal document will be evaluated as per the evaluation criteria mentioned in the table below:

#	Evaluation Criteria	Total Marks	Minimum qualifying marks (cut-off)
1	Bidder's Experience	200	>=140(70%)
2	Proposed Solution	250	>=175 (70%)
3	Approach & Methodology	200	>=140 (70%)
4	Resource Planning, Project Governance & Key personnel proposed	200	>=140 (70%)
5	Technical Presentation	150	>=105 (70%)
Total		1000	750 (Minimum total technical score of 75%)

Purchaser (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.

The following sections explain how the Bidders will be evaluated on each of the evaluation criteria.

3.6.1 Bidder's Experience

#	Citation	Citation Details	Documentary Evidence	Marks Allotted
1.	Experience in development and maintenance of large scale IT system (nation-wide or state-wide or abroad) (excluding infrastructure procurement, deployment and maintenance)	Experience in development & maintenance of large scale IT systems of comparable scope and magnitude in last 5 financial years (FY 2012-17).	<ul style="list-style-type: none"> • Citation as per format specified <li style="text-align: center;">AND • Copy of Work Order AND Completion Certificates from the client; <li style="text-align: center;">OR • Work Order AND Self Certificate of Completion certified by the Statutory Auditor Company Secretary; <li style="text-align: center;">OR • Work Order AND Phase Completion Certificate from the client; <li style="text-align: center;">OR • Copy of client certificate as documentary proof for the stated criteria and implementation status; <li style="text-align: center;">OR • Certificate by the Company Secretary of the bidder for the stated criteria and implementation status. <p>[Note 1 – In case of integrated project, relevant certificate from the Statutory Auditor confirming value of relevant work to be submitted.</p> <p>Note 2 – All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity</p> <p>Note 3 – All the supporting documents mentioned</p>	80

			above shall be required from the Bidder	
2.	Experience in e-Governance projects	Experience in e-Governance projects during the last five (5) years from the date of submission of proposal.	<ul style="list-style-type: none"> • Citation as per format specified AND • Copy of Work Order AND Completion Certificates from the client; OR • Work Order AND Self Certificate of Completion certified by the Statutory Auditor Company Secretary; OR • Work Order AND Phase Completion Certificate from the client; OR • Copy of client certificate as documentary proof for the stated criteria and implementation status; 	40
3.	Experience in Business Intelligence/Analytics	Experience in analytics domain during the last five (5) years from the date of submission of proposal.	<p>Copy of work order + Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity); OR</p> <p>Work Order + Phase Completion Certificate from one of the Directors of the bidding entity/client certificate</p>	40
4	Experience in Grievance Redressal System	Experience in Grievance Redressal System during the last five (5) years from the date of submission of proposal.	<p>Copy of work order + Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion</p>	40

			(Certified by CS/independent auditor of the bidding entity); OR Work Order + Phase Completion Certificate from one of the Directors of the bidding entity/client certificate	
TOTAL				200

3.6.2 Proposed Solution

#	Criteria	Areas to be Demonstrated	Documentary Evidence	Marks Allotted
1	Solution/Product Experience	<p>Whether the proposed Solution (technologies as proposed in this proposal) is deployed and operational in an existing project.</p> <p>Bidder will be evaluated as per their prior experience of deploying and maintaining of technologies proposed for this project.</p>	<p>Copy of work order + Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity)</p>	60
2	Overall Solution Architecture	<p>Functional architecture, Application architecture, Integration architecture and presentation covering at minimum the below key aspects:</p> <ul style="list-style-type: none"> • Modularity of the system • Scalability to handle future load by adding additional compute and no constraints on the application • Suitability of Tools/Components & Technologies proposed including capacity to handle large volumes • How the system is compliance to architecture principles as required for UWIN System • Approach to develop the API based system • Managing the API eco system • Approach for interfacing with other systems • Risk and mitigation Plan • Plan to handle multiple 	Proposal	80

		stakeholders		
3	Security Architecture	Security Architecture including: <ul style="list-style-type: none"> • Access & Identity Management • Application Security • Database security including ensuring non repudiation of data and reconstruction of truth • Governance framework to cover the threat landscape • Solution to ensure fool proof security to the system from various threats including hacking attempts, internal threats, etc. • Privilege management • Compliance to Regulations (IT Act, CERT -in and other government guidelines) • Security of payment gateways 	Proposal	60
4	Database Architecture	<ul style="list-style-type: none"> • Database design • Data structures • Database security for any data change 	Proposal	50
TOTAL				250

3.6.3 Approach & Methodology

#	Criteria	Criteria Details	Marks
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			Allotted								
1	Understanding of Business and Scope of work and all aspect of the Project	Demonstrated level of understanding of the business processes, the project purpose and scope of work. <table border="1"> <tr> <td><i>Excellent</i></td> <td>60</td> </tr> <tr> <td><i>Very good</i></td> <td>50</td> </tr> <tr> <td><i>Good</i></td> <td>40</td> </tr> <tr> <td><i>Average</i></td> <td>30</td> </tr> </table>	<i>Excellent</i>	60	<i>Very good</i>	50	<i>Good</i>	40	<i>Average</i>	30	60
<i>Excellent</i>	60										
<i>Very good</i>	50										
<i>Good</i>	40										
<i>Average</i>	30										
2	Approach for Implementation of the project including Tools and Technologies used for project control and execution (e.g. Configuration management, Project monitoring and reporting, etc.)	Approach for project implementation and bidder's plan for performing the required services as detailed in scope of work in the RFP and to meet the desired SLAs <table border="1"> <tr> <td><i>Excellent</i></td> <td>60</td> </tr> <tr> <td><i>Very good</i></td> <td>50</td> </tr> <tr> <td><i>Good</i></td> <td>40</td> </tr> <tr> <td><i>Average</i></td> <td>30</td> </tr> </table>	<i>Excellent</i>	60	<i>Very good</i>	50	<i>Good</i>	40	<i>Average</i>	30	60
<i>Excellent</i>	60										
<i>Very good</i>	50										
<i>Good</i>	40										
<i>Average</i>	30										
3	Transition, Migration, Upgradation of existing SECC and Unorganized Worker Databases to create Base UWIN Database for the portal till Go-Live	Approach for creation of base UWIN database linking SECC Database and other existing Unorganised Worker Databases at the central and state level. <table border="1"> <tr> <td><i>Excellent</i></td> <td>50</td> </tr> <tr> <td><i>Very good</i></td> <td>40</td> </tr> <tr> <td><i>Good</i></td> <td>30</td> </tr> <tr> <td><i>Average</i></td> <td>20</td> </tr> </table>	<i>Excellent</i>	50	<i>Very good</i>	40	<i>Good</i>	30	<i>Average</i>	20	50
<i>Excellent</i>	50										
<i>Very good</i>	40										
<i>Good</i>	30										
<i>Average</i>	20										
4	Transition & Exit Management plan of the proposed Solution	Detailed Transition and Exit Management plan. To include: Comprehensiveness of scope of work Level of detail Phase wise Exit Management plan Knowledge sharing	30								
TOTAL			200								

3.6.4 *Resource Deployment Plan and Team Composition*

For a project of such a large scale and complexity, it is imperative that the Managed Service Provider (MSP) should deploy best of class professionals to ensure successful execution of this project. The MSP will in its proposal include the names and detailed curriculum vitae of their key personnel who will be working full time on this project. The CVs shall be evaluated on the following parameters:

- Qualification & Certification
- Total experience
- Experience in similar assignments

Purchaser will provision space for MSP personnel in its premises. For the key personnel working out of Purchaser's office, Purchaser will provide them with basic office infrastructure like seating space, internet connection, and a common telephone line. The MSP team is expected to bring their own laptops and data cards (as required). The proposed list of identified key roles and their onsite deployment requirement is as given below:

#	Criteria	Criteria Details	Marks Allotted																				
1	Resource Deployment Plan & Governance structure	Bidder would be evaluated for Resource Deployment Plan & Governance Structure (40 marks for resource deployment plan and 40 marks for governance structure) <table border="1"> <tr> <td>Average</td> <td>50</td> </tr> <tr> <td>Good</td> <td>60</td> </tr> <tr> <td>Very Good</td> <td>70</td> </tr> <tr> <td>Excellent</td> <td>80</td> </tr> </table>	Average	50	Good	60	Very Good	70	Excellent	80	80												
Average	50																						
Good	60																						
Very Good	70																						
Excellent	80																						
2	Program Manager	Should fulfill basic minimum qualification as mentioned in RFP in terms of <table border="1"> <thead> <tr> <th></th> <th>Qualification & Certification (total 40%)</th> <th>Total experience (total 20%)</th> <th>Experience in similar assignments (total 40%)</th> </tr> </thead> <tbody> <tr> <td>Average</td> <td>20%</td> <td>5%</td> <td>20%</td> </tr> <tr> <td>Good</td> <td>25%</td> <td>10%</td> <td>25%</td> </tr> <tr> <td>Very Good</td> <td>30%</td> <td>15%</td> <td>30%</td> </tr> <tr> <td>Excellent</td> <td>40%</td> <td>20%</td> <td>40%</td> </tr> </tbody> </table>		Qualification & Certification (total 40%)	Total experience (total 20%)	Experience in similar assignments (total 40%)	Average	20%	5%	20%	Good	25%	10%	25%	Very Good	30%	15%	30%	Excellent	40%	20%	40%	15
	Qualification & Certification (total 40%)		Total experience (total 20%)	Experience in similar assignments (total 40%)																			
Average	20%		5%	20%																			
Good	25%		10%	25%																			
Very Good	30%		15%	30%																			
Excellent	40%		20%	40%																			
3	Solution Architect		15																				
4	Expert- Software Development		10																				
5	Expert- Testing		10																				
6	Expert- Release Management	10																					
7	Expert- Database	10																					
8	Security Architect	10																					
9	Other – Key Personnel	40																					
Total			200																				

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

#	Criteria	Criteria Details
1.	Program Manager	<ul style="list-style-type: none"> Education: Full Time B. Tech/B.E. and MBA / M. Tech & from a reputed institute Total Experience: Should possess at least 15 years of experience in IT/Taxation domain.

		<ul style="list-style-type: none"> • Should have more than 10 years of experience of handling such large projects as a project/program manager • Should possess Project Management certification like PMP or Prince2. • Should have led a team of more than 100 direct/indirect people. • Should have led at least one such project end to end i.e. from development to deployment to O&M phase
2.	Expert- Software Development	<ul style="list-style-type: none"> • Should have a minimum educational qualification of BE/B. Tech (in Computer Science/IT/EC) or MCA. • Should have an overall experience of 10 years or above in the field of Software Development, software project implementation, of which, exclusively, at least the last 5 years should have been spent while working as Manager Application Development/Application Maintenance. • The person should be preferably PMP or Prince 2 certified. • Experience in prevalent project methodologies e.g. Agile. • Should have managed a team of 30+ software developers. • Languages known (Read, Write and Speak): Hindi, English • Excellent writing, MIS, communication, time management and multi-tasking skills • Previous experience of handling large e-governance projects would be an added advantage
3.	Expert- Release Management	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/B.E. from a reputed institute • Total Experience: 10 years or above in Release management domain • Should have experience of leading RM track at least three such large scale projects • At least 5 years of experience as Manager Release Management • Should have managed a team of 10+ resources • Experience in an Indian project of similar nature would be an added advantage • Should have OEM/Industry Standard certification in SDLC Management. E.g. ITILV.3, Agile, etc.

4.	Expert-Testing	<ul style="list-style-type: none"> • Education: B.E/MCA • Total experience: 10 years or above in Testing (load, unit, user acceptance, performance, etc.) • At least 5 years of experience as a Lead Manager for Testing in large projects. • Good knowledge of applicable test tools and test environment • Must possess testing, strong analytical & troubleshooting skills. • Must have good aptitude for Quality Assurance • The person should preferably be CSQA or ISTQB Certified.
5.	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 15 years in IT domain • Should have experience of more than 7 years as Solution Architect in large projects of similar nature • Should have architected at least three such large scale projects • Should possess Industry standard certifications like TOGAF.
6.	Expert- Database	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/B.E./Certified DBA • Total Experience: At least 10 years in IT domain • Should have experience of more than 7 years in Database architecting/design in large projects of similar nature • Experienced in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc. • Person needs to mandatorily have experience in Databases that are proposed for UWIN. • Should have OEM standard certification as applicable.
7.	UI Expert	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/BE • Total Experience: At least 10 years in IT Domain • Should have experience of more than 5 years in UI domain • Experience in creating wireframes, storyboards, user

		<p>flows and process flows</p> <ul style="list-style-type: none"> • Proficient in HTML5, CSS3 and Javascript for rapid prototyping • Excellent visual design skills • Experience using tools such as Photoshop, Sketch, Illustrator, InVision, UXPin, Quartz
8.	Expert- Business Intelligence and Analytics	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/BE • Total Experience: At least 10 years in IT Domain • Should have experience of more than 5 years in Data Analytics domain • Experienced in designing data warehouses/marts as required
9.	Expert- Grievance Redressal	<ul style="list-style-type: none"> • Education: Full time Graduation or equivalent • Total Experience: Should have an overall experience of 5 years • Should have experience of at least 3 years in a Call Centre/ Technical Helpdesk role • Experienced in leading teams for designing and preparing training content and material • Experienced in coaching and developing skills • Effective problem-solving and decision-making skills • Ability to speak, read and write in both Hindi and English • Ability to communicate effectively and politely in both speaking and written format.
10.	Expert- CRM and MIS	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/BE or equivalent with preferably MBA degree • Should have an overall experience of more than 10 years • At least 5 years' experience in developing and maintaining adaptive web portals and mobile apps • Experience in developing and managing databases • Proficiency with data management software • Experience in implementing software and security updates •

11.	Expert- Information Security and Data Privacy	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/BE or equivalent with preferably MBA degree • Total experience: Should have an overall experience of 7 years or above in the field of Information Security and Data Privacy • Experience in developing and maintaining security and architectural profiles • Experience in enforcement of security, architecture and risk management framework for compliance • At least 3 IS related certifications
12.	Security Architect	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/BE or equivalent. • Total experience: Should have an overall experience of 12 years or above in the field of Information Technology. • Should have experience of at least 7 years in designing and maintaining security systems in large projects. • Should have OEM/Industry Standard certification like CISM, CISSP, ISO 27001 etc.
13.	Expert- Capacity Building	<ul style="list-style-type: none"> • Education: Should have a minimum educational qualification of MBA in Human Resources • Should have an overall experience of more than 8 years or above in conducting Organization Training and Human Resource Management. • Excellent communication skills with fluency in Hindi and English • Experienced in leading teams for designing and preparing training content and material
14.	Expert- Technical Training	<ul style="list-style-type: none"> • Master's degree • At least 10 years' experience in devising and delivering training programs • Experience in preparing course content and objective setting • Experience in preparing training material • Experience in executing training sessions, webinars, workshops • Evaluate and assess training outcomes • Outstanding communication skills and interpersonal abilities • Relevant certifications such as CTT + is a must

3.6.5 *Technical Presentation*

#	Criteria	Criteria Details	Marks Allotted
1	Presentation (90 minutes presentation + 30 minutes Q&A)	<ul style="list-style-type: none"> • Answer queries • Quality of presentation • SLA management • Completeness of solution • Governance framework • Quality Assurance & Framework • Tools & methodology 	150
TOTAL			150

Note: The presentation to be delivered by the bidder's nominated Program Manager along with key members of the proposed team, as desired by Purchaser. Bidder needs to commit 100 percent time availability of key personnel proposed from the day 1 of the project. In case the team is not committed to the project the proposal may be rejected by the bidding authority. The project sponsor from the bidder's organization should be present during the presentation.

Wherever there is problem in providing name or cost of project due to Non-disclosure agreements with the clients, the bidder can provide a certificate from an independent auditor or Company Secretary. The bidder has to provide an undertaking to this effect.

4 Award of Contract

4.1 Notification of Award

The Purchaser will notify the successful Bidder in writing that its proposal has been accepted. The Purchaser shall issue a Letter of Intent to the selected Bidder and the name of the selected bidder shall be announced on the website www.labour.gov.in.

4.2 Signing of Contract

Within 15 days of issuance of Letter of Intent, the successful bidder shall execute the Master Services Agreement as provided in Volume-3 of this RFP. Within 15 days of receipt of the notification of award, the successful Bidder shall also submit the Performance Bank Guarantee (PBG) in accordance with the terms of this RFP. If the successful bidder fails to execute the MSA or furnish the PBG within such 15 days period (or such other extended timelines as agreed by Purchaser in its sole discretion), Purchaser shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.

4.3 Performance Bank Guarantee (PBG)

The successful Bidder shall at his own expense submit to Purchaser unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a scheduled bank, in the format prescribed in Section 9, payable on demand, for the due performance and fulfilment of the contract by the bidder. The proceeds of the PBG shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost, etc.) resulting from the Supplier's/ Bidder's failure to comply with its obligations under the Contract.

The PBGs shall be submitted within 15 working days from the date of issuance of the PO/Letter of Intent or Award.

The Performance Bank Guarantees (PBG) will be for an amount equivalent to 10 percent of total contract value to be submitted at issuance of PO/Letter of Intent or award.

PBG shall be invoked by Purchaser in the event the MSP:

- i. Fails to meet the overall liquidated damages condition as mentioned in RFP Vol 1 or any changes agreed between the parties,
- ii. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Purchaser including failure to comply with exit management responsibilities.
- iii. Misrepresentations of facts/information submitted to Purchaser.

The PBG shall be valid till satisfactory completion of Post Implementation Support for a period of 60 days beyond the date of completion of all contractual obligations.

The PBG may be discharged/returned by Purchaser upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the bidder being unable to service the contract for whatever reason, Purchaser would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Purchaser under the contract in the matter, the proceeds of the PBG shall be payable to Purchaser as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. Purchaser shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Forfeiture of PBG shall be without prejudice to any other right of the Purchaser to claim

any damages as admissible under the law as well as to take such action against the Supplier/Bidder such as severing future business relation or blacklisting, etc., as may be deemed fit.

Purchaser shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP Vol 1, the performance bank guarantee shall be accordingly extended by the bidder till completion of scope of work as mentioned in RFP Vol 1.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate will be issued and the PBG will be returned to the bidder.

4.4 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value bidder or call for new proposals. In such a case, Purchaser shall invoke the PBG and/or forfeit the EMD.

The Bidder at no point of time can excuse themselves from any claims by the purchaser whatsoever for their deviations in conforming to the terms and conditions, payment schedules, the timeframe for implementation, etc. as mentioned in Request for Proposal (RFP) document.

5 *Annexure-1*

5.1 *Annexure-1: Template for Pre-Bid Queries*

Bidder shall submit all pre-bid queries in excel in the following format.

#	Volume No	Clause No	Page No	Section (Name & No.)	Statement as per tender document	Query by bidder	Reason for Query
1							
2							
3							
4							
5							

6 Annexure-2: Formats for Submission of the Pre-Qualification Proposal

6.1 Pre-Qualification Proposal Covering Letter

<Location, Date>

To,

<Name, Address>

Subject: Submission of the Pre-Qualification proposal for <“Name of the Proposal”>

Dear Sir,

We, the undersigned, offer to provide Design, Development, Implementation, Operation & Maintenance services for Unorganised Worker Identification Number (UWIN) Platform with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Pre-qualification proposal.

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

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.2 Profile of the Bidding Firms

To be filled separately by both MSP & Subcontractor(s)

A. Background Information			
Name of the firm:			
Role:			
Registered Office Address:			
Name of the contact person and contact details (Note: For MSP, the contact person should be the Authorized Signatory):			
Name and details of the CEO:			
Financial Year	Audited Annual Turnover (INR Crores)	Audited Annual Profit (INR Crores)	Audited Annual turnover from Software Development, implementation and management services (INR Crores) (Only for MSP)
B. Other Information			
No of years of Operation			
Total number of Employees			
Total number of Employees in India			
List of Quality Certifications			
List of Indian Customers to whom the Firm has provided similar services in India in last 3 years. (Note: Similar Services will mean the type of services which the Firm will provide as part of this RFP)			

6.3 Pre-Qualification Citations

S. No.	Item	Bidder's Response
1.	Proposed Product/Solution/criteria (for which the citation has been provided)	
2.	Name of Bidder entity	
3.	Assignment Name	
4.	Name of Client	
5.	Name of the entity engaged in the Assignment	
6.	Country	
7.	Contact Details (Contact Name, Address, Telephone Number)	
8.	Approximate Value of the Contract	
9.	Duration of Assignment (months)	
10.	Award Date (month/year)	
11.	Completion Date (month/year)	
12.	Narrative description of the project	
13.	Details of Work that defines the scope relevant to the requirement	
14.	Documentary Evidence attached	

6.4 Self-certificate for non-blacklisting clause

We confirm that our Company <> as on date of submission of the proposal is not been blacklisted by any Central/State Government/PSU entity in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

Name & Designation of the Authorized Signatory

6.5 No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation on Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Data Centre Requirements Specification and Technical Requirements Specification), legal or Commercial aspects in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.6 Total Responsibility Certificate

This is to certify that I undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.7 Template for Integrity Pact

Integrity Pact

This Integrity Pact is entered into by and between

The President of India, acting through the Ministry of Labour and Employment, Government of India, having its office located at <Address> (herein after referred to as the “Purchaser”, which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

AND

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

Preamble

The Purchaser intends to award, under laid down organizational procedures, contract for Creation of National Platform of Unorganized Workers and Allotment of an Aadhaar Seeded Identification Number through an open tender process and has issued RFP bearing number File No. A-12014/1/2018-SS-II. The Purchaser values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Vendor(s) Contractor(s).

In order to achieve these goals, the Purchaser wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1- Commitments of the Purchaser

1. The Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Purchaser, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Purchaser will during this tender process treat all Bidder(s) with equity and reason. The Purchaser will in particular, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.
 - c) The Purchaser will exclude from the process all known prejudiced persons.
2. If the Purchaser obtains information on the conduct of any of its officer’s employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Purchaser will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder

- a) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- b) The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the Purchaser’s employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- c) The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelization in this tender process.

- d) The Bidder will not commit any offence under the Indian Penal Code 1860 and or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e) The Bidder will, when presenting its proposal, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- f) The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies in an effort to influence the bidding decision making process or to attain any undue favours to the Bidder.
- g) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees Directors/management representatives of the Bidder who have family relationships with the employees or officers of the Purchaser.
- h) The Bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the Purchaser. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the Purchaser or any other interests during this tender process or through operation of the Agreement.
- i) The Bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.
- j) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, the Purchaser is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

- a) If the Purchaser has disqualified the Bidder from this tender process prior to the award according to Section 3, the Purchaser is entitled to forfeit the Earnest Money Deposit/Proposal Security deposited by the Bidder.
- b) If the Purchaser has terminated the Agreement according to Section 3, or if the Purchaser is entitled to terminate the Agreement according to Section 3, the Purchaser shall be entitled to demand and recover from the Bidder Vendor the amount equivalent to Security Deposit Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

-
- a) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.
 - b) If the Bidder makes incorrect statement on this subject or hides any material information, the Purchaser is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6: Equal treatment of all Bidders

- a) The Bidder undertakes to demand from all subcontractors of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the Purchaser before signing of the Agreement with the Purchaser.
- b) Only if the Bidder has entered into this Integrity Pact with the Purchaser, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- c) The Purchaser will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

Section 7: Criminal charges against violation Bidder/Subcontractor(s)

If the Purchaser obtains knowledge of conduct of the Bidder or its Subcontractor, or of an employee or a representative or an associate of the Bidder or Subcontractor which constitutes corruption, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- a) The Purchaser appoints <Details> as Independent External Monitor for this Integrity Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- b) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor shall report to <Details>.
- c) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Purchaser 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 of the Vendor. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) of Vendor with confidentiality.
- d) The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the Purchaser and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.
- e) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the Purchaser and request the Purchaser to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- f) The Monitor will submit a written report to the Purchaser within 8 to 10 weeks from the date of reference or intimation to him by the Purchaser and, should the occasion arise, submit proposals for correcting problematic situations.
- g) If the Monitor has reported to the Purchaser, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the Purchaser has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- h) The word 'Monitor' would include both singular and plural.

Section 9– Pact Duration

- a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.
- b) If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Purchaser.

Section 10 – Other provisions

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the Purchaser first above written, i.e. New Delhi.
- b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

For & On Behalf of the Purchaser
(Official Seal)

Place: _____

Date: _____

Witness:

(Name & Address):

For & On Behalf of the Bidder
(Official Seal)

Place: _____

Date: _____

Witness:

(Name & Address):

6.8 Bank Guarantee Format for Earnest Money Deposit (EMD)

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the proposal for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Proposal") 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 Proposal 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 proposal; 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.
- If the documents information provided by the bidder during the proposal process is found to be incorrect, false or misleading.

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:

Date:

7 *Annexure-3: Formats for Submission of the Technical Proposal*

7.1 *Technical Proposal Covering Letter*

To,

<Designation>

<Address>

Subject: Submission of the Technical proposal for “<Name of the RFP>”

Dear Sir,

We, the undersigned, offer to provide Design, Development, Implementation, Operation & Maintenance services for Unorganised Worker Identification Number (UWIN) Platform with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes Pre-qualification proposal, Technical proposal and the Commercial Proposal sealed in a separate envelope.

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

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

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

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

7.2 Bidder's General Information

Following table shall be filled with the details of the Bidder.

S.No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	Contact Name	
5.	Position	
6.	Address	
7.	Mobile	
8.	Telephone	
9.	Fax Number	
10.	Email Address	
11.	Brief Description of the Organization	

7.3 Bidder's Experience - Client Citations

Following table shall be filled with the details of the bidder.

S. No.	Item	Bidder's Response
1.	Proposed Product/Solution/Criteria (for which the citation has been provided)	
2.	Name of Bidder entity	
3.	Assignment Name	
4.	Name of Client	
5.	Country	
6.	Contact Details (Contact Name, Address, Telephone Number)	
7.	Approximate Value of the Contract	
8.	Relevant Value of the Contract	

9.	Duration of Assignment (months)	
10.	Award Date (month/year)	
11.	Completion Date (month/year)	
12.	Narrative description of the project	
13.	Details of Work that defines the scope relevant to the requirement	
14.	Documentary Evidence attached	
15.	Details of the proposed resources who were part of the project (if any) along with their roles. If none, mention N/A	

7.4 Solution Architecture and Design

<Provide details of the entire solution, along with the key differentiators. Focus on Section 3.6.2 of Volume-2 of the RFP>

7.5 Approach and Methodology

<Answers to the questions as asked in Section 3.6.3 of Volume-2 of the RFP>

7.6 Sizing Approach and Details

<Sizing approach and details shall be provided in the proposal>

7.7 Project Plan

S. No.	Activity	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1.													
2.													
3.													
4.													
5.													
6.													
7.													

7.8 Resource Deployment Plan

7.8.1 Resource Deployment Plan-UWIN implementation phase

#	Role	Name	Period (Months)						Total person-month proposed	Distribution of Total		Deployment Cost
			M1	M2	M3	M4	M5	M6		Total	Onsite	
1.												
2.												
3.												
4.												
5.												
6.	<Add more rows>											
Total												

Please add/modify the columns as required.

Note:

The total manpower cost for UWIN implementation phase shall be equal to summation of line items (1A+1B) of 8.3 Capital Expenditure- Schedule A

7.8.2 Resource Deployment Plan-UWIN O&M phase

#	Role	Name	Operation & Maintenance Period (1.5 Years)		Total person-month proposed	Distribution of Total		Deployment Cost
			Year 1 (6 months)	Year 2 (12 months)	Total	Onsite	Offshore	Resource Cost
1.								
2.								
3.								
4.								
5.	<Add more rows>							

Note:

1. The Resource deployment plan includes not only the names of key personnel but will also include all other project team members including the development team
2. In the Period (Months/Years) cells enter the number of man-months the resource will be deployed for
3. While the resource deployment plan is based on roles, the bidder needs to include the names and CV's of the key personnel proposed to be deployed on the project.
4. The total manpower cost for UWIN Operations & Maintenance phase shall be equal to line item 'Operations & Maintenance of UWIN application and portal of 8.4 Operations and Maintenance (Opex) – Schedule B

7.9 Curriculum Vitae (CV) of Team Members

1. Name of Firm:
2. Name of Staff:
3. Contact Details:
4. Designation:
5. Areas of Expertise:
6. Date of Birth:
7. Years with the Firm:
8. Total Years of Experience:
9. Nationality:
10. Education:

Picture

S.No.	Degree Obtained	Institution	Dates
1.	Post-Graduation		
2.	Graduation		

11. Key Qualifications:
(Brief Description)
12. Membership of Professional Associations:
13. Professional Certifications:
14. Other Training:
15. Countries of Work Experience:
16. Languages:

[For each language indicate proficiency: **excellent, good, fair, or poor** in speaking, reading, and writing.]

S. No.	Languages	Speak	Read	Write
1.	English			
2.	Hindi			

17. Employment Record:

From/To	
Employer	
Position held	
Key Duties Assigned:	

From/To	
Employer	
Position held	
Key Duties Assigned:	•

From/To	
Employer	
Position held	
Key Duties Assigned:	•

18. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

Name of assignment or project:	
Year:	
Location:	
Client:	
Main project features:	
Positions held:	
Activities performed:	▪

7.10 Bill of Material (BOM) for the Solution`

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

7.10.1 Solution Proposed

#	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Nomenclature of Product	Version & Year of Release (if applicable)	OEM (if applicable)	Features & Functionalities	Reference in the Submitted Proposal (Please provide page number/ section number/ volume)

7.10.2 *Bill of Material (Software)*

#	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	Number of Licenses (Development Environment)	Number of Licenses (UAT)	Number of Licenses (Data Centre/ Production)	Number of Licenses (DR Site)

Bidder must provide the licensing matrix for all products proposed to be deployed on the Project.

7.10.3 *IPR for UWIN Platform*

<Letterhead of the Bidder>

<Date>

Joint Secretary
Ministry of Labour and Employment, Shram Shakti Bhawan,
New Delhi- 110001

Sub: IPR for UWIN Platform

Sir,

We, the bidder for the Design, Development, Implementation, Operation & Maintenance services for Unorganised Worker Identification Number (UWIN) Platform, would like to confirm that when we license the (Name of the Solution(s) and develop customized solution, to Ministry of Labour and Employment, the IPR of the integrated customized code for the solution will be made available to MoLE and will be in the name of MoLE.

Dated this ____ day of ____ 201__

Yours sincerely,

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

7.10.4 *Manufacturer's/Producers' Authorization Form*

(On Company letterhead only)

<Location, Date>

To,

<Name, Address>

Subject: Supply of equipment for “UWIN Platform” for <Purchaser>

Dear Sir,

This is to certify that <Insert complete legal name of the OEM>; I/we am/are the Original Equipment Manufacturers (“OEM”) in respect of the products listed below (“Products”). I/We confirm the Products listed herein have not been announced as End-of-Life or End-of-Sale.

I/We confirm that <Insert complete legal name of MSP> (“Managed Service Provider” or “MSP”) has due authorization from us to resell and supply certain OEM Equipment(s), to <Purchaser>. The MSP is authorised by us, to provide the solution, implementation, requisite training & maintenance services, provide maintenance and upgrade support services for our products for the listed Information Technology infrastructure and System Integration services to <Purchaser>.

When resold by reseller the Products shall be subject to applicable warranty terms and service policies of the OEM.

I/We affirm that as of the date of this letter, we shall make support available for the Product(s) and provide support of parts for repair (or functionally equivalent replacements) thereof for a period of up to seven (7) years from the date of sale to <Purchaser> and that we currently expect to make these Products, or subsequent versions or functional equivalents of them, available for sale during such period of time.

We assure you that in the event of MSP, not being able to fulfil its obligation as our representative in respect of applicable standard warranty terms we would continue to meet our warranty terms for the entire term of the MSP agreement with <Purchaser>, as signed at the start of the project, through appropriate alternate arrangement(s) through our support mechanism in India.

This authorization letter is applicable against the Products listed below:

S. No.	Product Name
1	
2	
3	

For and on behalf of <Insert OEM's company name>

<Signed and Sealed>

<Name of Authorised Signatory>

<Designation>

<Contact Details>

Cc: MSP's corporate name & Address

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The bidder in its Proposal should include it.

7.10.5 OEM Undertaking – Support for COTS Solution

We confirm that our firm/company <> takes full responsibility for providing complete technical support for all aspects of project implementation, solution maintenance and support during entire period of Project including extended period if any as stated in RFP. We through this undertaking shall signify and vetting of the COTS solution <product name> as proposed and implemented by bidder.

Sincerely,

<Signed and Sealed>

<Name of Authorised Signatory>

<Designation>

<Contact Details>

7.10.6 OEM Undertaking - Support Mechanism

We confirm that our firm/company <> have support mechanism in India, directly through our support office in India or through our authorized channel partners in India. By using this we will provide support during entire period of Project including extended period if any, as stated in RFP. This would be in addition to web support or remote support.

Sincerely,

<Signed and Sealed>

<Name of Authorised Signatory>

<Designation>

<Contact Details>

7.11 Governance Structure & Escalation Framework along with Risk Management Plan

<Refer Volume-1 of the RFP >

7.12 Exit Management Plan

<Refer Volume-1 of the RFP >

7.13 Performance Improvement Plan

<Refer Volume-1 of the RFP. MSP to provide a comprehensive performance improvement plan aimed specifying its strategy to improve the overall performance of the proposed UWIN platform, especially around performance of the UWIN platform and performance of queries in it, increased adoption of the UWIN platform by users, improving the accuracy and efficacy of the analytical models etc. >

8 *Annexure-4: Formats for Submission of the Commercial Proposal*

8.1 Commercial Proposal Covering Letter

To,

<Designation>

<Address>

Subject: Submission of the Commercial proposal for “<Name of the RFP>”

Dear Sir/Madam,

We, the undersigned, offer to provide the Managed Service Provider Services for Unorganised Worker Identification Number (UWIN) Project in accordance with your Request for Proposal dated <<Date>> and our Proposal. Our attached Commercial Proposal is for the amount of <<Amount in words and figures>>. This amount is inclusive of all the taxes.

1. PRICE AND VALIDITY

- All the prices mentioned in our proposal are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Proposal are valid for a period of <180 days> calendar days from the date of opening of the Proposal.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. RFP PRICING

We further confirm that the prices stated in our proposal are in accordance with your Instruction to bidders included in RFP documents.

3. QUALIFYING DATA

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

4. PROPOSAL PRICE

We declare that our Proposal Price is for the entire scope of the work as specified in all the Volumes of this RFP and Annexures thereto. Our proposal prices are mentioned in the submitted Commercial Proposal.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Section 9 of this RFP document.

Our Commercial Proposal shall be binding upon us subject up to expiration of the validity period of the Proposal, i.e., [Date].

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

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

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

8.2 Summary of Cost Components

This is the summary table of commercial proposal for this RFP. All the base prices in this table shall be picked from tables in the following sub-sections. All expenses related to travelling, lodging, boarding and other expenses, if not specified in the RFP, will have to be borne by the bidder. All amounts are in INR. All the applicable taxes shall be paid by Purchaser on actual as per the tax rates prevailing on the date of invoicing.

S. No.	Commercial Bid Line Item	Total Price in INR	Total Amount in Words
1.	Capital Expenditure (CAPEX)		
2.	Operational Expenditure (OPEX)		
3.	Additional Manpower Cost		
Total Cost of Ownership (Inclusive of GST)			

8.3 Capital Expenditure - Schedule A

Serial No	Item Description	Pre Go-Live (6 months)			Year 1 (6 months)			Year 2 (12 months)			Total CAPEX (Inclusive of applicable GST)		
		Base Cost	Applicable GST	Total	Base Cost	Applicable Tax	Total	Base Cost	Applicable GST	Total	Cost	Applicable GST	Total CAPEX
1	Application Development												
1 A	UWIN Platform	-	-	-							-	-	-
1 B	UWIN Software Components	-	-	-							-	-	-
2 A	Hardware (if any)	-	-	-							-	-	-
2 B	COTS Software and other Tools & Licenses	-	-	-							-	-	-

3	Training and Capacity Building	-	-	-	-	-	-	-	-	-	-	-	-
4	BI and Analytics												
5	Others (Insert each item in a separate row as required)												
5 A	(insert detail)	-	-	-	-	-	-	-	-	-	-	-	-
5 B	(insert detail)	-	-	-	-	-	-	-	-	-	-	-	-
	Year-wise Cost	-	-	-	-	-	-	-	-	-	-	-	-

8.4 Operations and Maintenance Costs (OPEX) – Schedule B

Item Description	Year 1 (6 months)			Year 2 (12 months)			Total OPEX (Inclusive of applicable GST)			
	Base Cost	Applicable GST	Total	Base Cost	Applicable GST	Total	Base Cost	Cost	Applicable GST	Total OPEX
Operations & Maintenance of UWIN application and Portal	-	-	-	-	-	-	-	-	-	-
COTS ATS	-	-	-	-	-	-	-	-	-	-
Training	-	-	-	-	-	-	-	-	-	-
Helpdesk Operations & Maintenance (O&M)	-	-	-	-	-	-	-	-	-	-

Others (Insert each item in a separate row as required)											
(insert detail)	-	-	-	-	-	-	-	-	-	-	-
(insert detail)	-	-	-	-	-	-	-	-	-	-	-
Year-wise Cost	-	-	-	-	-	-	-	-	-	-	-

8.5 Additional Manpower Cost (On-Demand Services)- Schedule C

S. No.	Type of Resource	Required education, experience and skill set	No. of Man Months	Rate per Man month in INR	Applicable GST	Total Price in INR (inclusive of GST)
1.	Category 1	<ul style="list-style-type: none"> ▪ Full time B. Tech / BE ▪ Experience 3- 5 years ▪ Should have handled at least two assignments of similar nature 	18			
2.	Category 2	<ul style="list-style-type: none"> ▪ Full time B. Tech / BE ▪ Experience 6- 8 years ▪ Should have handled at least three assignments of similar nature 	18			
3.	Category 3	<ul style="list-style-type: none"> ▪ Full time B. Tech / BE ▪ Experience 8+ years ▪ Should have handled at least four assignments of similar nature 	18			
Total Cost						

9 Annexure-5: Template for PBG

PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

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

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

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

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

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

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

Not with standing anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease to exist.

File No. A-12014/1/2018-SS-III

Request for Proposal (RFP)

**For 'Creation of National Platform of Unorganized Workers and
Allotment of an Aadhaar Seeded Identification Number'**

Volume - III

Ministry of Labour & Employment

Rafi Marg

New Delhi

Government of India

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Acronyms

No.	Title	Title
1.	UWIN	Unorganized Workers Identification Number
2.	AMC	Annual Management Contract
3.	ATS	Annual Technical Service
4.	APIs	Application Programming Interface
5.	ASP	Application Service provider
6.	BI	Business Intelligence
7.	BIS	Bureau Of Indian Standards
8.	CAB	Change Advisory Board
9.	CAPEX	Capital Expenditure
10.	CBT	Computer Based Training
11.	CEO	Chief Executive Officer
12.	CMMi	Capability Maturity Model Integration
13.	COTS	Commercial Off-the –Shelf
14.	CRM	Customer relationship management
15.	DC	Data Centre
16.	DoP	Delegation of Power
17.	DPR	Detailed Project Report
18.	DR	Disaster Recovery
19.	GSA	General Services Administration
20.	IPR	Intellectual Property Rights
21.	ISO	International Organization for Standardization
22.	IT	Information Technology
23.	MIS	Management Information System
24.	MSP	Managed Service Provider
25.	OEM	Original Equipment Manufacturer
26.	QA	Quality Assurance
27.	RFP	Request For Proposal
28.	SLA	Service Level Agreement
29.	GST	Goods and Services Tax
30.	SRS	System Requirement Specifications

[To be executed on stamp paper of appropriate value]

THIS AGREEMENT (“Agreement”) is made on this the <***> day of <***> 2017 at New Delhi, India

BY AND BETWEEN

The President of India, acting through the _____, Ministry of _____, Government of India, having its office located at _____, New Delhi (herein after referred to as “Purchaser”, which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office or assign) of the First Part;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as ‘**Managed Service Provider’ or ‘MSP’** which expression shall, unless the context otherwise requires, include its successors and permitted assigns) of the Second Part;

Each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’.

WHEREAS:

- i. The Purchaser had invited bids vide its RFP _____ (hereinafter referred to as ‘RFP’, which term shall include all corrigendum, addendums and modifications issued by the Purchaser with reference to the RFP) for Appointment of _____ for _____;
- ii. The MSP had submitted its proposal dated _____ (hereinafter referred to as the ‘Proposal’, which term shall include all clarifications and additional documents submitted by MSP with reference to the Proposal) for the _____;
- iii. The Purchaser has accepted the Proposal and has agreed to appoint the MSP for the _____ and has issued a letter of award notifying the MSP of its selection as successful bidder dated _____ (‘Letter of Award’);
- iv. In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties intend to be bound legally by the terms and conditions agreed in this Agreement, for implementation of the Project.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions and Interpretations

1.1. Definitions

Terms and expressions used in this Agreement shall have the meanings set out in Schedule I of this Agreement or as defined in other volumes of the RFP. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are used in the Information Technology services industry shall be interpreted in accordance with their generally understood meaning in such industry.

1.2. Interpretation

In this Agreement, unless a contrary is evident:

- i. Unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Agreement including any amendments or modifications to the same from time to time;
- ii. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders;
- iii. References to a ‘company’ shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- iv. Words denoting a person shall include an individual, corporation, company, body corporate, partnership, or a trust;
- v. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- vi. The clause headings are for convenient reference only and do not form part of this Agreement;
- vii. Unless otherwise specified a reference to a clause number is a reference to all its sub-clauses;
- viii. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase having corresponding meanings;
- ix. A reference to the Agreement shall, unless the context otherwise requires, includes a reference to its Annexures, Schedules and every other documents forming part of this Agreement. If a term of this Agreement requires things to be done, undertaken or completed under the Agreement, the same, if relevant, shall, unless the context otherwise require, mean to include such things to be done, undertaken or completed under the relevant Schedules, Annexures of this Agreement.

1.3. Documents forming part of Agreement

The following documents shall be deemed to form and be read and constructed as part of the Agreement viz.:

- a) This Agreement;
- b) The Letter of Award;
- c) The RFP; and
- d) The Proposal.

1.4. Ambiguities within Agreement

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

- i. As between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- ii. As 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;
- iii. As between the provisions of this Agreement and the RFP and the Proposal, this Agreement shall prevail;
- iv. As between the provisions of the RFP and the Proposal, unless otherwise decided by the Purchaser, the RFP shall prevail; and
- v. As between any value written in numerals and that in words, the value in words shall prevail.

2. *Scope of Work*

1. In consideration of the award of the work under the RFP to the MSP and payments to be made by the Purchaser to the MSP as hereinafter mentioned, the MSP hereby covenants with the Purchaser to accomplish the entire Scope of Work as provided in Volume 1 of the RFP and clarifications, annexures, schedules etc. thereof and to perform all obligations mentioned in all volumes of the RFP. Broad deliverables and timelines are as provided in Schedule III of this Agreement.
2. The Purchaser hereby covenants to pay the MSP in consideration of the accomplishment of Scope of Work and for performance of all obligations mentioned in the RFP, the Fees 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. Term and Duration of the Agreement

1. This Agreement shall come into force and effect on the date of signing of this Agreement by all the Parties (hereinafter the 'Effective Date') and, unless terminated earlier in accordance with the provisions of this Agreement, shall remain in force for a period of _____ years from the Effective Date or _____ years from the date of Go-Live of the System whichever is later ('Term').
2. The Purchaser reserves the sole right to grant any extension to the Term abovementioned and shall notify in writing to the MSP, at least 3 months before the expiration of the Term hereof, whether it will grant the MSP an extension of the Term. The extension shall be given for a year at a time on same terms and conditions as contained in this Agreement including all amendments, addendums etc. thereto and the Term may be extended for an overall period of two years only. Any extension beyond two years period shall be on mutually agreeable terms and conditions.

4. Conditions Precedent

4.1. Payment obligations to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights of MSP to receive payments, and obligation of the Purchaser to make payments under this Agreement, shall take effect only upon fulfilment of all the Conditions Precedent set out in clause 4.2 below. Notwithstanding the foregoing, the Purchaser may, at any time in its sole discretion, waive fully or partially, in writing, any of the Conditions Precedent for the MSP provided no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.

4.2. Conditions Precedent to be fulfilled

The MSP shall be required to fulfil the Conditions Precedent which are as follows:

- i. Furnishing by the MSP, within 15 days of issuance of Letter of Award by the Purchaser, an unconditional, irrevocable and continuing Bank Guarantee equivalent to 10% of the Total Contract Value, in a form and manner acceptable to the Purchaser which would remain valid from the date of issuance till 6 months after expiry of the Term of the Agreement;
- ii. The MSP provides an undertaking to the effect that it has entered into all relevant back end contracts with OEMs whose products services it has quoted in the Proposal; and
- iii. Furnishing of duly executed Corporate Non-Disclosure Agreement in a format specified by the Purchaser.

4.3. Key performance measurement

- i. The MSP shall commence the performance of its obligations under the Agreement from the Effective Date and shall proceed to carry out the Services with diligence and expedition 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 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.

4.4. Commencement and progress

- i. 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 information technology and e-commerce industry and with professional engineering and standards recognised by international professional bodies and shall observe sound management, engineering and security practices. 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 the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with MSP's Team and third parties.
- ii. In providing the Services, it shall use reasonable effort to prevent any disruption to Purchaser's normal business operations.
- iii. The MSP shall keep all back end contracts with all OEMs, subcontractors etc. in force and up to date to ensure provision of Services as per the RFP and to meet all the SLAs.
- iv. The MSP shall use all material (including, without limitation, hardware, software, documents etc.) provided by the Purchaser 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 Purchaser in respect of any third party audit related to MSP's use and possession of any Purchaser's Material.

4.5. Final testing and Acceptance

Except as otherwise provided in Volume 1 of the RFP, the Project shall be governed by the mechanism of final Testing and Acceptance to be put into place by the Purchaser and the MSP as under:

- i. 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 network 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;
- ii. 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;
- iii. Final testing and certification criteria will consider conducting specific tests on the software, hardware, network, security and all other aspects;
- iv. 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 actions.

4.6. Liquidated Damages and SLAs

The MSP shall accomplish the Scope of Work under this Agreement as per the Timelines and as per the Service Levels. If the MSP fails to achieve the Timelines or the Service Levels due to reasons solely attributable to the MSP or subcontracts etc., the MSP shall be liable to pay liquidated damages as per Volume 1 of the RFP. Payment of liquidated damages shall not be the sole and exclusive remedy available to the Purchaser and the MSP shall not be relieved from any obligations by virtue of payment of such liquidated damages. Liquidated damages will be capped as mentioned in Volume 1 of the RFP. If the liquidated damages for any timeline or service level exceed the cap on liquidated damages mentioned in Volume 1 of the RFP, the Purchaser shall have the right to treat it as an event of default and the consequences for event of default as mentioned in this Agreement shall be applicable. 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 the Purchaser and the MSP in accordance with the provisions of Change Control set out in this Agreement.

5. *Representations*

5.1. *Representations of the MSP*

The MSP hereby represent as of the date hereof, which representations shall remain in force during the Term and extension thereto, the following:

- i. It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- ii. It is a competent provider of a variety of Information Technology services. 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;
- iii. It has the power and the authority that would be required to enter into this Agreement and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Agreement and to provide services sought by the Purchaser under this Agreement;
- iv. It and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the RFP and this Agreement;
- v. It 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;
- vi. It and its team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the RFP, Proposal 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;
- vii. It has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Agreement;
- viii. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- ix. 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;

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- x. There are, to the best of its knowledge, 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 materially impair its ability to perform any of its material obligations under this Agreement;
 - xi. 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;
 - xii. It has, to the best of its knowledge, 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;
 - xiii. To the best of its knowledge, no representation by it contained herein or in any other document furnished by it to the Purchaser or its nominated agencies in relation to the any consents contains any untrue or misleading statement of material fact or omits to state a material fact necessary to make such representation not misleading;
 - xiv. No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the Purchaser in connection therewith.

5.2. Representations of the Purchaser

The Purchaser represents to the MSP that:

- i. 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;
- ii. 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;
- iii. It has the financial standing and capacity to perform its obligations under the Agreement;
- iv. 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;
- v. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under 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;
- vi. It has complied with Applicable Laws in all material respects.

6. *Purchaser's Obligation*

The obligations of the Purchaser described in this clause 6 are in addition to, and not in derogation of, the obligations mentioned in Volume 1 of the RFP and the two are to be read harmoniously. Without prejudice to any other undertakings or obligations of the Purchaser under this Agreement or the RFP, the Purchaser shall perform the following:

- i. The Purchaser shall ensure that timely approval is provided to the MSP as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this Agreement.
- ii. The Purchaser's Representative shall interface with the MSP to provide the required information, clarifications and to resolve any issues as may arise during the execution of the Agreement. The Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- iii. The Purchaser may provide on the MSP's request, particulars information/or documentation that may be required by the MSP for proper planning and execution of work and for providing Services covered under this Agreement and for which the MSP may have to coordinate with respective vendors.
- iv. The Purchaser will be responsible for making all payments due to the MSP in respect of Deliverables and Services provided by the MSP and accepted by the Purchaser in accordance with the terms of this Agreement.
- v. The Purchaser agrees that all Purchaser's Material provided to the MSP by or on behalf of Purchaser for MSP's use in providing the Services will be owned by or fully licensed to the Purchaser or Purchaser's authorized representative/service provider etc. and Purchaser shall have procure the right to provide such materials to the MSP. MSP will be permitted to use such materials in accordance with the license conditions of such materials.

7. Acceptance of Deliverables and Testing

7.1. Acceptance of Deliverables

The successful completion of the Project requires the acceptance by the Purchaser of all the Deliverables prepared and delivered pursuant to the Project. The acceptance procedure described in this clause 7 is in addition to, and not in derogation of, the acceptance procedure provided in Volume 1 of the RFP and the two are to be read harmoniously. Upon completion of a Deliverable, the MSP will notify the Purchaser 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 Purchaser. Promptly after receiving such notice, the Purchaser will evaluate the Deliverable for acceptance in accordance with this clause 7 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.

7.2. Acceptance Procedure

Acceptance by the Purchaser (“Acceptance”) requires that the Deliverables be confirmed in writing by the Purchaser 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 Purchaser. While designing the Acceptance Test Plan, the requirements as mentioned in Volume 1 of 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 Purchaser.

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 Purchaser for review. The Purchaser 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 Purchaser, the Purchaser will have the opportunity to review such written Deliverable for an acceptance period of at least seven (7) days (the “Acceptance Period”).
 - b) The Purchaser 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 Purchaser 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 Purchaser in its notice of the rejection/deficiencies. Upon receipt of a corrected written Deliverable from the MSP, the Purchaser 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 Purchaser, the MSP and the Purchaser 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 Purchaser 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 Purchaser at the sites mentioned by the Purchaser. The MSP shall notify the Purchaser 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 Purchaser 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 8.2 (ii) (d) below.
- d) If the Purchaser 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 Purchaser 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 Purchaser’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 Purchaser), and provide the corrected Operational Deliverable to Purchaser for re-testing within such specified period.
- e) The Purchaser 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 Purchaser during the re-test as quickly as possible, but in no event, unless otherwise directed by the Purchaser, more than five (5) days after the Purchaser 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 Purchaser 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 Purchaser and the MSP; or
 - Terminate this Agreement for cause in accordance with the procedures set forth in Clause 13 (except that the Purchaser 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.

7.3. Acceptance

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

8. Use of Assets by the MSP

8.1. During the Term the MSP shall:

- i. 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 the Purchaser or on behalf of the Purchaser) exclusively in terms of ensuring their usability for the delivery of the Deliverables and Services as per this Agreement (hereinafter the “Assets”);
- ii. 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;
- iii. 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;
- iv. 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;
- v. 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 the Purchaser;
- vi. Procure permission from the Purchaser or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- vii. 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;
- viii. 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 the Purchaser 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 due to reasons solely attributable to the MSP or any of its subcontractors etc., the Purchaser shall 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 the Purchaser due to creation of such charge and/or in removal of such charge and/or in discharging the obligations for removal of such charge.

9. Access to locations or its Nominated Agencies (facilitate...)

9.1. Access to locations

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

- i. 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);
- ii. Subject to (i) above, reasonable work space, - as mutually agreed and other related support services in such location and at such other locations of the Purchaser as the case may, if any, as may be reasonably necessary for the MSP to perform its obligations hereunder.

9.2. 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 the Purchaser 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:

- i. For the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- ii. 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
- iii. For their own purpose or for conducting their own business or for providing services to any third party.

10. Management of Project

10.1. Governance

The review and management process of this Agreement shall be carried out in accordance with a Governance Schedule that will be mutually agreed between the Parties and shall cover all the management aspects of the Project. MSP shall prepare a Governance Schedule in consultation with the Purchaser and shall be obliged to get the same approved by the Purchaser within one month from the Effective Date. The mutually agreed Governance Schedule shall form an integral part of this Agreement.

10.2. 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 Volume 1 of the RFP.

10.3. Security and Safety

- i. The obligations mentioned herein are in addition to (and not in derogation or substitution of) the obligations related to information security (including SLAs) mentioned in the RFP.
- ii. The MSP shall comply with the relevant security, safety and other requirements specified in the Information Technology Act and any other Applicable Law applicable on the date of submission of bid. The MSP shall also comply with the IT Security policy and practises of the Purchaser. For avoidance of doubt, it is agreed that the MSP will at least have to comply with the security policies and practices that are to be followed by MSP as service provider to any organization which is ISO 27001:2013 compliant. In the event of any change in laws (related to security and safety) or IT security policy and practices of the Purchaser, the compliance to such changed laws and policy practices by MSP shall be subject to such terms as may be agreed by the Purchaser 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.
- iii. 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 the Purchaser as the case may be or any of their nominees data, facilities or the Confidential Information.
- iv. The MSP shall upon reasonable request by the Purchaser as the case may be or their nominee(s) participate in regular meetings when safety and Information Technology security matters are reviewed.
- v. As per the provisions of this Agreement, the MSP shall use reasonable efforts to promptly report in writing to the Purchaser or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and Information Technology security at the facilities of the Purchaser as the case may be.

10.4. 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:

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

Further, the MSP agrees to co-operate with the consultants, contractors, stakeholders and subcontractors of the Purchaser, or any other body appointed or nominated by the Purchaser as reasonably requested in order to accomplish the purposes and objective of this Agreement.

11. *Financial Matters*

11.1. *Terms of Payment*

- i. Purchaser shall make payments only to the MSP at the time and in the manner set out in Payment Schedule in Section 7 of Volume 1 of the RFP subject always to the fulfilment by the MSP of its obligations herein.
- ii. The payments which are linked to acceptance of the deliverables will be released to MSP only on satisfactory acceptance (Refer RFP Volume 1, Section 7.1) of the deliverables for each Service as per the said schedule. 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 Purchaser, 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; provided that the Purchaser 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 Purchaser.
- iii. The Purchaser shall not be responsible obligated for making any payments or any other related obligations under this Agreement to the MSP's subcontractor, if any. The MSP shall be fully liable and responsible for meeting all such obligations and all payments to be made to the sub-contractors (if any) and any other third party engaged by the MSP in any way connected with the discharge of the MSP's obligation under the Agreement and in any manner whatsoever.
- iv. All payments agreed to be made by Purchaser to the MSP in accordance with the Proposal shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Agreement and/or the goods and Services.
- v. In case of change in taxes under change in law, appropriate parties shall pass the benefit of the same to the other Party. In case of such change, MSP shall submit a formal request with necessary supporting documents to the Purchaser. The Purchaser shall verify these documents and if applicable and approved in writing by the Purchaser, the MSP shall incorporate such changes into subsequent regular invoice for payment.
- vi. Unless otherwise provided in this Agreement or as mutually agreed between the Parties, prices/ fees 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.
- vii. It is expressly agreed that the price/fees mentioned in the Proposal by the MSP shall be deemed to include all ancillary and incidental costs and charges that are necessary for accomplishment of the scope of work and obligations mentioned in the RFP and this Agreement. No invoice for extra work/charge 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 Purchaser in writing in accordance with the clause on Change Order.

- viii. In the event of the Purchaser noticing at any time that any amount has been disbursed wrongly to the MSP or any other amount is due from the MSP to the Purchaser, the Purchaser 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. 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 the Purchaser or the MSP.
- ix. All payments are subject to deductions of applicable liquidated damages as provided for in the SLA section of the RFP. For the avoidance of doubt, it is expressly clarified that the Purchaser will calculate a financial sum and debit the same against the terms of payment as set out in clause 11.1 of this Agreement as a result of the failure of the MSP to meet the Timelines and/or Service Level.

11.2. Invoicing and Settlement

- i. The MSP shall submit its invoices in accordance with the following principles:
 - a) Generally and unless otherwise agreed in writing between the Parties, the MSP shall raise an invoice as per Payment Schedule mentioned in Section 7 of Volume 1 of the RFP as reproduced in Schedule III of this Agreement; and
 - b) Any invoice presented in accordance with this Clause shall be in a form agreed with the Purchaser.
- ii. The MSP alone shall raise invoice for all the payments after receiving due approval/acceptance of the Deliverables the Services from the Purchaser or any nominated agency. Such invoices shall be correct and accurate and shall be raised in a timely manner within 15 days of accomplishment of obligations of the MSP and delivery of the Goods, the solutions, the Deliverables and the Services to the satisfaction of the Purchaser.
- iii. Subject to accomplishment of obligations of the MSP and delivery of the Goods, the solutions, the Deliverables and the Services to the satisfaction of the Purchaser, payment shall be made by the Purchaser within 45 days from receipt of due, valid, correct and undisputed invoice along with supporting documents provided the invoice is submitted in timely manner. Payments will be subject to deduction as agreed herein.
- iv. Notwithstanding anything contained in clause (iii) above, the Purchaser shall be entitled to delay or withhold payment of any invoice or part of it where the Purchaser disputes such invoice or part of it provided that such dispute is bonafide. Purchaser shall inform the MSP about the dispute within 15 days of receipt of invoice. The withheld amount shall be limited to that which is in dispute. A notice of such withholding shall be provided within reasonable time of receipt of the applicable invoice. The disputed withheld amount shall be settled in accordance with the escalation procedure as set out in Governance Schedule within reasonable time after notice of reference. However, the Purchaser shall release the disputed amounts as soon as reasonably possible, upon resolution of dispute. Any exercise by the Purchaser under this clause shall not entitle the MSP to delay or withhold performance of its obligations or delivery of Deliverables/Services under this Agreement.

11.3. Tax and Deductions

- i. Where applicable, 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. The Purchaser shall provide the MSP with the original tax receipt of any withholding taxes paid by the Purchaser or its nominated agencies on payments under this Agreement within reasonable time after payment. All costs, damages or expenses which the Purchaser may have paid or incurred, for which under the provisions of the Agreement, the MSP is liable, the same shall be deducted by the Purchaser 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 recovery of mobilization advance, if any, and recoveries towards facilities, if any, provided by the Purchaser to the MSP on chargeable basis.
- ii. The MSP shall bear all personnel taxes levied or imposed on its personnel, sub-contractor's personnel, MSP's 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 Purchaser 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 Purchaser for work done under the Agreement. 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 Purchaser 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. The MSP shall also provide the Purchaser such information, as it may be required in regard to the MSP's details of payment made by the Purchaser under the Agreement for proper assessment of taxes and duties. The MSP and his sub-subcontractors or their personnel shall bear all the taxes if any, levied on the MSP's, sub-contractors' and the MSP's personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the MSP original certificates (Challans) for tax deduction 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.
- iii. 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 pay the same.

12. Events of Default, Termination and Suspension

12.1. Events of Default by MSP

- i. 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:
 - a) the MSP has failed to perform the obligations under this Agreement; or
 - b) MSP has exceeded cap on any liquidated damages;
 - c) the MSP or its team has failed to conform with any of the service specifications as set out in the RFP or this Agreement;
 - d) 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;
 - e) 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;
 - f) The MSP or its team has failed to comply with or is in breach or contravention of any Applicable Laws;
 - g) There is an undue delay in achieving the agreed timelines for delivering the services under this Agreement due to reasons solely attributable to the MSP;
 - h) Where it comes to the Purchaser's attention that the MSP (or its Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the MSP's Proposal, the RFP or this Agreement;
 - i) If it comes to knowledge of the Purchaser that the MSP or any of its personnel or sub-contractors or such sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
- ii. Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, the Purchaser shall issue a notice of default to the MSP, setting out specific defaults deviances omissions and providing a period of up to thirty (30) days to enable the MSP to remedy the default/deviances omissions committed.
- iii. Where despite the issuance of a default notice to the MSP by the Purchaser the MSP fails to remedy the default to the reasonable satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the MSP another default notice or proceed to adopt such remedies as may be available to the Purchaser including but not limited to the remedies provided in clause 13.2 below.

12.2. Consequences for Events of Default

Where an Event of Default subsists or remains uncured even after expiry of 30 days as mentioned in clause 13.1 (ii), the Purchaser shall be entitled to:

- i. Impose any such reasonable 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. The MSP shall in addition take all available steps to minimize loss resulting from such event of default.
- ii. Suspend all corresponding and relevant payments to the MSP under the Agreement (except for milestones which have been successfully achieved) by written notice of suspension to the MSP provided that such notice of suspension shall (a) specify the 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.
- iii. Terminate this Agreement in full or in part.
- iv. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the MSP which may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

12.3. Termination for Breach

The Purchaser may, terminate this Agreement by giving the MSP a prior and written notice of up to 30 days indicating its intention to terminate where the Purchaser is of the opinion that there has been such Event of Default on the part of the MSP which has not been cured within the notice period of 30 days provided under clause 13.2 (ii). The Purchaser may, in its sole discretion, afford a further reasonable opportunity to the MSP to explain the circumstances leading to such a breach and may increase the time limit for curing such breach before terminating the Agreement.

12.4. Termination for Convenience

The Purchaser may, by written notice of 90 (ninety) 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 Purchaser's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. The Purchaser 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.

12.5. Effects of Termination

- i. In the event of expiry of the Term or termination of this Agreement due to any cause whatsoever, the MSP shall comply with the Exit Management Schedule/Plan set out as Schedule IV of this Agreement (and as revised from time to time).
- ii. Where the termination of the Agreement is prior to its stipulated term on account of an Event of Default on the part of the MSP, the Purchaser shall pay the MSP for that part of the Services which have been authorized by the Purchaser and satisfactorily delivered performed by the MSP up to the date of termination.
- iii. Where the termination of the Agreement is prior to its stipulated term on account of termination for convenience by the Purchaser, the Purchaser shall pay the MSP for all the Goods and the Services which have been authorized by the Purchaser and delivered performed by the MSP up to the date of termination. Depending on the merits of the case, the Purchaser will suitably compensate the MSP on mutually agreed terms for directly incurred costs.
- iv. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Purchaser under this Agreement and/or the Applicable Law.
- v. 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 the Purchaser. 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 the Purchaser.

12.6. Rights other than Termination

- i. 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.
- ii. The termination provisions set out in this Clause 12 are in addition to any termination rights that the Purchaser may have under this Agreement/RFP and are in addition to, and without prejudice to, other rights that the Purchaser may have under law and this Agreement.

13. Indemnification and Limitation of Liability

13.1. General Indemnity

Subject to Clause 13.2 below, the MSP (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation (including attorney fees) etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, company or other entity (including the Indemnified Party) attributable to - the Indemnifying Party's negligence, wilful default or lack of due care. The Indemnifying Party shall also indemnify Indemnified Party from and against all direct monetary losses, damages etc. suffered by Indemnifying Party or any third party arising out of any defect, fault, deficiency in the applications/system developed and or maintained by the Indemnifying Party or any of its sub-contractors etc.

13.2. IPR Indemnity

If the Indemnified Party notifies the Indemnifying Party in writing –

- i. of a third party claim against the Indemnified Party that any Goods/ Deliverables/Services provided by the Indemnifying Party infringes a copyright, trade secret, patent 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 if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (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 of the Deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, or (iii) modify it to make it non-infringing.

13.3. Conditions for Indemnity

Without prejudice to the rights of the Purchaser in respect of indemnification for any claim:

- i. The Purchaser shall notify the MSP upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;
- ii. Immediately upon receipt of notification of any claim from the Purchaser, the MSP within a period of 5 days from date of receipt of such notice from the Purchaser, notify the Purchaser whether the MSP wish to assume the defence in relation to such claim (including settlement or resolution thereof). Thereafter, the MSP shall be entitled in consultation with the Purchaser, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the Purchaser, to take such action as mutually agreed upon by MSP and the Purchaser to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;
- iii. Notwithstanding anything contained herein, the MSP and the Purchaser agree and covenant that a notice by the Purchaser to the MSP in relation to the claim as aforesaid shall amount to express acceptance and consent by the MSP to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the MSP, the Purchaser shall reasonably co-operate with the MSP at the sole costs of the MSP, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser. The Purchaser shall have the right, at its option, to participate in the defence of such claim at its own cost and expense;
- iv. If the MSP fails to take any action as per the above clause within the time period as specified therein, the Purchaser shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the MSP does not assume control of the defence of such claims (as mentioned above), the entire defence, negotiation or settlement of such claim by the Purchaser shall be deemed to have been consented to by, and shall be binding upon, MSP as fully as though the MSP alone had assumed the defence thereof and a judgement had been entered into by the MSP, for such claim in respect of the settlement or judgement.

13.4. Risk Purchase

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 the Purchaser due to breach of any obligations of the MSP under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods Services Deliverables from alternative sources. Any incremental cost borne by the Purchaser in procuring such Goods/Services/Deliverables shall be borne by the MSP provided the liability of the MSP to pay such incremental cost shall be limited to the higher of (a) 100% of the value of the services/deliverables/obligations which the MSP has failed to perform/provide OR (b) 30% of the Total Contract Value. 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 Purchaser shall give 30 days notice cure period to MSP prior to invoking this clause. Any such incremental cost incurred in the procurement of the such Goods/Services/Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments Bank Guarantee

provided by the MSP under this Agreement and if such funds are not sufficient to recover the incremental cost, the same may be recovered, if necessary, by due legal process.

13.5. Limitation of Liability

- i. The liability of the MSP (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables, Goods, Services and risk purchase clause covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed 100% of the Total Contract Value.
- ii. The liability of the Purchaser (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the amount of fees remaining to be paid to the MSP under this Agreement.
- iii. Subject to clause (iv) below, 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) even if it has been advised of their possible existence.
- iv. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the MSP given under this Clause 14 shall not be applicable to the indemnification obligations set out in Clause 13.1, 13.2, 9.1 (viii), 11.3 (iii), 23.3 (v).

13.6. Allocation of liability

The allocations of liability in clause 14 represent the agreed and bargained-for understanding of the parties and compensation for the Services/Deliverables reflects such allocations.

14. Force Majeure

14.1. Definition of Force Majeure

The MSP or the Purchaser, 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').

14.2. 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:

- i. is beyond the reasonable control of the affected Party;
- ii. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- iii. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- iv. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- v. may be classified as all or any of the following events:
 - a) act of God like earthquake, flood, inundation, landslide, storm, tempest, hurricane, cyclone, lightning, thunder or volcanic eruption that directly and adversely affect the performance of services by the MSP under this Agreement;
 - b) radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the MSP's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the MSP under this Agreement;
 - c) 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 directly and adversely affect the timely implementation and continued operation of the Project; or
 - d) 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.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the MSP under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural

disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking shall not be considered as arising due to forces of nature and shall not qualify under the definition of “Force Majeure”. The 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 therefrom (wherever applicable).

14.3. Notification procedure for Force Majeure

- i. 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 the Agreement.
- ii. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof 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.

14.4. Allocation of costs arising out of Force Majeure

- i. 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.
- ii. 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:
 - a) Upon occurrence of an event mentioned in clause 14.2 (i), (ii), (iii) and (iv), the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
 - b) 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.

14.5. Consultation and duty to mitigate

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 Party 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. Confidentiality and Information Security

- i. The Purchaser 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, integrity and proprietary of the Confidential Information. No member of MSP's Team shall, without prior written consent from the Purchaser, make any use of any Confidential and Proprietary Information given by the Purchaser, except for purposes of performing this Agreement. Each member of MSP's Team shall keep all the Confidential and Proprietary Information, provided by the-Purchaser to them or their respective employees as confidential.
- ii. 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.
- iii. The Purchaser shall retain all rights to prevent, stop and if required take the necessary punitive action against the MSP regarding any forbidden disclosure. The Purchaser 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.
- iv. The MSP shall execute a corporate non-disclosure agreement with the Purchaser in the format provided by the Purchaser and shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the Purchaser with respect to this Project.
- v. The MSP may only disclose the Confidential Information in the following circumstances:
 - a) with the prior written consent of the Purchaser;
 - b) to a member of the MSP's Team ("Authorized Person") provided the Authorized Person needs to know the Confidential Information for accomplishment of the Services and the Authorized Person has executed a confidentiality agreement with the Purchaser prior to receiving such information (MSP and every other member of MSP's Team shall ensure that such Authorized 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 Authorized Person shall be made in confidence on need to know basis i.e., so far as may be necessary for such Authorized Person for the purposes of-performance of the obligations of this Agreement); and
 - c) if, and to the extent that the MSP is compelled legally to disclose the Confidential Information.
- vi. 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 Purchaser; and
 - c. do anything reasonably required by the Purchaser to oppose or restrict that disclosure.
- vii. The MSP shall notify the Purchaser 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 Purchaser.
- viii. 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 Purchaser premise without written permission from the Purchaser. The MSP's personnel shall follow the Purchaser's Information Security policy. The MSP acknowledges that the Purchaser's business data and other Purchaser proprietary information or materials, whether developed by the Purchaser or being used by the Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the Purchaser; 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 Purchaser depends, among other things, upon keeping such proprietary information confidential and that unauthorized disclosure of the same by the MSP could damage the Purchaser, 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 Purchaser, whichever is earliest return any and all information provided to the MSP by the Purchaser, including any copies or reproductions, both hardcopy and electronic.
- ix. The obligations of confidentiality under this Agreement shall remain in force for the Term of the Agreement and shall survive for a period of three (3) years after expiry of the Term or earlier termination.
- x. Obligations under this clause 16 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 Purchaser prior to such disclosure and provide reasonable assistance to the Purchaser in retaining the confidentiality of such information.

16. Stipulated Time Schedule

The Time Schedule has been mentioned in the Volume 1 of the RFP. The MSP shall perform the activities and comply in all respects with the critical dates, which will be communicated by the Purchaser to the MSP's team, as the case may be, and the parties hereby agree that failure on part of the MSP to meet the critical dates without prejudice to any other rights that the Purchaser 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 Purchaser.

17. Audit, Access and Reporting

- i. The Purchaser 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. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.
- ii. The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the MSP of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the MSP undertakes to cooperate with and provide to the Purchaser/any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. To the extent reasonably possible, the Purchaser shall endeavour not to appoint a competitor of MSP as auditor. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the MSP failing which the Purchaser 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.
- iii. Without prejudice to the foregoing, the MSP shall allow access to the Purchaser or its nominated agencies to all information which is in the possession or control of the MSP and which relates to the provision of the Services/Deliverables as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the Purchaser to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule II of this Agreement.
- iv. The MSP shall provide all such reports and documents as may be requested by the Purchaser for Purchaser's internal compliance purposes within 15 days (or such other period allowed by the Purchaser) of receipt of request from the Purchaser.

18. Ownership and Intellectual Property Rights

- i. **COTS products and enhancements:** All COTS products and related solutions and fixes provided by the MSP pursuant to this Agreement shall be licensed to the Purchaser 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 the Purchaser or mentioning the Purchaser as the end user of such licenses. 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 the Purchaser for license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing. Unless otherwise specifically restricted by the Licensing Terms of the COTS products, all intellectual property rights in any development/enhancement/customization etc. done on the COTS products pursuant to this Agreement shall be owned by the Purchaser. The MSP undertakes to execute all such agreements/documents and assist the Purchaser 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 Purchaser. The MSP shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, services, applications, services etc. provided by the MSP under this Agreement shall be acquired in the name of the Purchaser and MSP shall have the non-exclusive, limited right to use such licenses till the Term on behalf of the Purchaser solely for the purpose of execution of any of its obligations under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals etc. shall endure to the exclusive benefit of the Purchaser.
- ii. **Bespoke Development:** The Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have arisen out of or have been developed under the Scope of Work during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings, applications, codes and other documents which have been newly created and developed by the MSP during the performance of the Services and for the purposes of, inter-alia, use or sub-license of such Services under this Agreement. Bespoke development shall include any customization or enhancement to COTS/third party products and, unless otherwise provided in the licensing terms of such COTS/third party products, the Purchaser shall own and have a right in perpetuity to all IPRs in such customization/enhancement etc. The MSP shall provide source code, object code and all other relevant materials, artefacts etc. of all bespoke development to the Purchaser and the Purchaser shall own all IPRs in them. All material related to such bespoke development shall be treated as Confidential Information by the MSP. The MSP undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser. The MSP shall execute all such agreements/documents and assist the Purchaser 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 Purchaser at the cost of the Purchaser.

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- iii. **Pre-existing work:** 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. Subject to the foregoing, the Purchaser will have a non-exclusive, transferable, perpetual, fully paid up, royalty-free, worldwide license to all pre-existing intellectual property rights of the MSP or subcontractors that are (i) provided or used by the MSP / subcontractors in providing services and goods under this Agreement; and/or (ii) incorporated in any deliverables, products, goods or software provided by MSP to the Purchaser under this Agreement.
- iv. **Ownership of documents:** The Purchaser shall own all Documents provided by or originating from the Purchaser 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 Purchaser, the MSP shall deliver to the Purchaser all Documents provided by or originating from the Purchaser 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 Purchaser at no additional cost. The MSP shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

19. Warranty

- The warranties and remedies provided in this Clause 20 are in addition to, and not in derogation of, the warranties provided in Volume 1 of the RFP and the two are to be read harmoniously.
- MSP shall provide ATS/AMC for the Software/solutions provided by the respective OEMs for the period specified in the RFP. The ATS should include upgrades, updates and patches to the respective Software solution for the above stated period.
- Warranty for Services – The MSP warrants that all services under this Agreement will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in well-managed operations performing services similar to the services under this Agreement. The MSP represents that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services hereunder.
- If the MSP, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed, without prejudice to any other rights which the Purchaser may have against the MSP under the Agreement, to take such remedial action as may be necessary including invoking risk purchase as provided under clause 13.4 of this Agreement.
- The representations, warranties and covenants provided by the MSP under this Agreement will not be affected by Purchaser’s modification of any portion of the software so long as the MSP can discharge its obligations despite such modifications, or following their removal by the Purchaser.
- Except as expressly provided herein, no other warranties (implied or otherwise) are provided by the MSP.

20. Insurance Cover

20.1. Obligation to maintain Insurance

- i. The MSP shall take out and maintain all insurances in relation to this agreement and the scope of work and other obligations of this Agreement as mandated by the Applicable Law.
- ii. Upon request of the Purchaser, the MSP shall take out additional insurances on behalf of the Purchaser at mutually agreed additional costs.

21. Miscellaneous

21.1. MSP's Organization

- i. The personnel assigned by the MSP to perform the Services shall under no circumstances be considered employees of the Purchaser 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.
- ii. 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 in addition to the minimum qualification and experience as explained in Volume 1 of the RFP.
- iii. The MSP shall appoint an employee as its authorized representative through a written notice to the Purchaser. 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 Purchaser'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 the Purchaser'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 the Purchaser'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 the Purchaser. Such MSP's representative shall be available to the Purchaser's Representative during the execution of Services.
- iv. 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 death, medical incapacity, resource leaving MSP's organization, the same shall be notified to the Purchaser immediately. The MSP shall promptly inform the Purchaser 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.

- v. The Purchaser'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 Purchaser'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. The Purchaser'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 Purchaser's Representative. The Purchaser'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 the RFP.

21.2. Independent Contractor

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement and, except as otherwise provided 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:

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

21.3. Sub-contractors

- i. Except for subcontracting activities as provided in Volume II of the RFP, the MSP shall not subcontract any part of the scope of work under this Agreement to any third party without the prior written consent of the Purchaser. MSP shall assist the Purchaser with all documents etc. required by the Purchaser to decide whether to give its consent or not. While giving its consent for appointment of any subcontractor, the Purchaser may impose such conditions on subcontracting as mutually agreed between the MSP and the Purchaser for successful accomplishment of the obligations of the MSP under this Agreement and such conditions shall be applicable on the MSP and the subcontractor (as applicable).
- ii. Prior to executing any contract or entering into any contract or understanding with a sub-contractor, the MSP shall ensure that each sub-contractor appointed by the MSP executes a non-disclosure agreement and a deed of adherence in the manner and form prescribed by the Purchaser. The deed of adherence will be a unilateral undertaking from the subcontractor to

the Purchaser. The terms of deed of adherence shall be discussed by the Purchaser with the MSP. Execution of deed of adherence by the subcontractor shall not in any way relieve the MSP from any of its obligations and liability under this Agreement.

- iii. The MSP shall ensure that the subcontractor proposed by MSP is competent and professional and possess the requisite qualifications and experience appropriate to the tasks they will perform under this Agreement.
- iv. 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 the Purchaser which approval shall not be unreasonably withheld or delayed.
- v. The MSP shall be responsible and shall ensure the proper execution and performance of the services or tasks so sub-contracted and shall be liable for any non-performance or breach by such sub-contractor. The MSP indemnifies and shall keep indemnified the Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such sub-contractor. The MSP shall be responsible for making all payments to the sub-contractor as may be necessary, in respect of any work performed or task executed, and the Purchaser shall not be responsible for any part or full payment, which is due to such sub-contractor.
- vi. All rights of use of any process, service or facility developed or any other task performed by the subcontractor for the MSP or the Purchaser for the purposes of this Agreement, under a subcontract agreement would lie exclusively with the Purchaser 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 the Purchaser. Ownership and all rights of use of all deliverables documents/reports etc. supplied by the MSP and/or by authorized subcontractor for the MSP for the purposes of this Agreement, under a subcontract agreement would lie exclusively with the Purchaser 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 the Purchaser. Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed by the subcontractor solely during execution of this Agreement. The MSP will provide the undertakings given by the 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 the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.
- vii. Nothing in this Agreement or any subcontract agreement hereunder shall relieve the MSP from its liabilities or obligations under this Agreement to provide the Goods and Services in accordance with this Agreement.
- viii. Where the Purchaser deems necessary, it shall have the right to require replacement of any sub-contractor with another sub-contractor and the MSP shall in such case find of the suitable replacement for such sub-contractor to the satisfaction of the Purchaser at no additional charge. Failure on the part of the MSP to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser 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. In case the MSP terminates any contract/arrangement or agreement with a 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 the Purchaser at no additional charge. In case of a replacement of the sub-contractor, the new sub-contractor shall have the qualification at least as good as the replaced subcontractor.

21.4. MSP's Obligations

The obligations of the MSP described in this clause is in addition to, and not in derogation of, the obligations mentioned in Volume 1 of the RFP and the two are to be read harmoniously:

- i. The MSP shall be the sole point of contact for all matters relating to this Agreement.
- ii. The MSP shall ensure that the MSP's Team is competent, 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 the Purchaser. Nothing in this Agreement relieves the MSP from its liabilities or obligations under this Agreement to provide the Services in accordance with the Purchaser's direction and requirements and as stated in this Contract and the performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of MSP's Team.
- iii. The MSP's Representative(s) shall have all the power requisite for execution of Scope of Work and performance of services under this Agreement. The MSP's Representative(s) shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matter pertaining to the works. He will extend full co-operation to Purchaser's Representative in the manner required by them for supervision/inspection/observation of the equipment/goods/material, procedures, performance, progress, reports ad records pertaining to the works. He 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. He shall also cooperate with other Service Providers/Vendors of the Purchaser.

21.5. Assignment

- i. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Purchaser, the MSP, and their respective permitted successors and permitted assigns.
- ii. The MSP shall not be permitted to assign or transfer any or all of its rights and obligations under this Agreement to any third party without the prior written permission of the Purchaser.
- iii. Subject to the foregoing, the MSP shall have the right to undergo corporate change of ownership through mergers, demergers, slump sale etc., as allowed under Applicable Laws, after seeking prior written consent from the Purchaser, which consent shall be provided without undue delay by the Purchaser subject to the MSP executing/furnishing such documents, agreements, undertakings (including, without limitation, enhanced performance

security from new entity, novation agreements etc.) as may be deemed necessary by the Purchaser.

21.6. 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 alone 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 the Purchaser or its client lists for reference to third parties subject to the prior written consent of the Purchaser not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

21.7. Notices

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, email or by facsimile transmission.

- i. 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:

Purchaser:

Addressee:

Address:

Tel:

Fax:

Email:

MSP

Addressee:

Address:

Tel:

Fax:

Email:

-
- ii. In relation to a notice given under this Agreement, a Party shall specify the Party's address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
 - iii. Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
 - iv. 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.

21.8. No Claim Certificate

- i. The MSP shall not be entitled to make any claim, whatsoever against the Purchaser under or by virtue of or arising out of, this contract, nor shall the Purchaser entertain or consider any such claim, if made by the MSP after he shall have signed a 'No claim' certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

21.9. Severability and Waiver

- i. 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 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.
- ii. 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.

21.10. Compliance with Applicable Law

- i. The MSP shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by the Purchaser 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 the Purchaser during the execution of the work.

- ii. 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 laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Management and Control set out in Section 7 of Volume 1 of the RFP.
- iii. During the tenure of this Agreement, the MSP shall comply with all Applicable Laws and 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 MSP in contravention of any Applicable Law or any amendment thereof.

21.11. 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.

21.12. Ethics

The MSP for itself and on behalf of its subcontractors, agents, representatives, employees etc., 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 the Purchaser or its nominated agencies in connection with this Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of the Purchaser's standard policies and may result in cancellation of this Agreement.

21.13. Amendment

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

21.14. Conflict of Interest

The MSP shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Services as soon as practical after it becomes aware of that conflict.

21.15. Survival

Any provision of this Agreement which imposes or intends to impose an obligation on any of the Parties after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Such provisions include, without limitation, obligations related to confidentiality, indemnity, licenses, risk purchase and AMC/ATS, if any, to be provided by the OEMs or the MSP.

22. Bank Guarantees

a. Performance bank guarantee

- i.** The MSP shall furnish, within 15 days after the receipt of Letter of Award from the Purchaser, furnish two (2) unconditional, irrevocable and continuing Performance Securities/Guarantees to the Purchaser, each for an amount equal to 5% of the Total Value of Contract, from a scheduled bank in India in the format acceptable to the Purchaser. The Performance Security shall be valid for entire Term and six months thereafter. The Purchaser may return one of the two Performance Security/Guarantees mentioned above to the Vendor after payment of at least 50% of the Total Value of Contract.
- ii.** In the event of the MSP being unable to service the Agreement for reasons attributable to the MSP or any subcontractors, or any team members, the Purchaser shall have the right to invoke the Performance Guarantee. 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 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 days, indicating the contractual obligation(s) for which the MSP is in default.
- iii.** The Purchaser shall also be entitled to make recoveries from the MSP's bills, guarantees, 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 or any subcontractors, or any team members, the Performance Guarantee shall be accordingly extended by the MSP till completion of scope of work as mentioned in RFP.

23. *Governing Law and Dispute Resolution*

- i. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.
- ii. Parties shall use all reasonable efforts to amicably resolve and settle any dispute arising out of or in relation to or in connection with this Agreement by firstly referring the dispute to any committee constituted under the Governance Schedule for such dispute settlement.
- iii. In the case of dispute arising out of or in relation to or in connection with the Agreement between the Purchaser and the MSP, which has not been settled in accordance with Clause 23 (ii) above within 30 days from date of reference of the dispute to such committee, any Party can submit the dispute for arbitration under the ICADR Arbitration Rules, 1996. The International Centre for Alternative Dispute Resolution will provide the administrative services in accordance with the ICADR Arbitration Rules, 1996.
- iv. The arbitration shall be conducted in India in accordance with the Rules and Procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof.
- v. The arbitration shall be presided upon by a panel of three arbitrators wherein each Party shall appoint one arbitrator each and the two appointed arbitrators shall appoint a third arbitrator.
- vi. Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.
- vii. The decision of the arbitrator shall be final and binding upon both Parties. All arbitration awards shall be in writing and shall state the reasons for the award.

IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above Written in the presence of:

WITNESSES:

Signed by:

(Name and designation) For and on behalf of President of India (FIRST PARTY)

Signed by:

(Name and designation)

MSP (SECOND PARTY)

(Name and designation) For and on behalf of MSP Signed by:

24. SCHEDULES

24.1. Schedule I – Definitions

1. 'Acceptance' - a hardware, software, solution or any other deliverable shall be considered to have been accepted by the Purchaser, subsequent to its Commissioning and Testing, when all the activities as defined in Volume 1 of the RFP and clause 8 of Volume 3 of the RFP have been successfully executed and completed by the MSP and the Purchaser has indicated his acceptance by signing the Acceptance Certificate.
2. 'Acceptance Certificate' - means that document issued by the Purchaser signifying Acceptance of a hardware, software, solution or any other deliverable pursuant to the successful completion of the Acceptance Test of the System.
3. 'Acceptance Test Plan' shall have the meaning given in section _____ in Volume 1 of the RFP.
4. 'Applicable Law(s)' means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
5. 'Assets' shall have the same meaning ascribed to it in Clause 9.1 (i);
6. '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 the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract. The word MSP when used in the pre-award period shall be synonymous with parties bidding against this RFP
7. 'MSP's Team' means the MSP along with all of its subcontractors and their employees who have to provide Goods and Services to the Purchaser under the scope of this Agreement. This definition shall also include any and/or all of the employees of the MSP, authorized partners/agents and representatives or other personnel employed or engaged either directly or indirectly by the MSP for the purposes of this Contract.
8. 'Goods' means the hardware and other goods to be provided by the MSP under the Scope of Work.
9. 'Change Order' or 'Alteration' or 'Variation' shall have the meaning given in section 7 of Volume 1 of the RFP hereof.
10. 'Confidential Information' means any and all data and information whether contained in any tangible medium of expression or in visual form, disclosed to or by any Party pursuant to this Agreement and includes without limitation information which:
 - a) is by its nature confidential or by the circumstances in which it is disclosed confidential; or

-
- b) Is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is available lawfully in the public domain.
11. ‘Document’ means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or any databases or microfilm or computer generated micro fiche.
12. ‘Effective Date’ shall have the same meaning ascribed to it in Clause 3;
13. ‘Fees’ means the amount payable to MSP in Indian Rupees.
14. ‘Force Majeure’ shall have the same meaning ascribed to it in Clause 14.1;
15. ‘Go Live’ means [completion of a period of 3 months from the date of issuance of Provisional Go-Live certificate for Solution by the Purchaser to the MSP.]
16. ‘Provisional Go Live’ means [successful roll out of the entire solution by the MSP and issuance of Provisional Go Live certificate by the Purchaser to the MSP].
17. ‘Intellectual Property Rights IPR’ means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, computer programs, software, know-how or 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 _____ hereunder.
19. ‘Purchaser’s Material’ shall have the meaning ascribed to such term in clause 5.2 (v) of the Agreement.
20. ‘Purchaser's Representative Project Coordinator’ means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall coordination, supervision and project management.
21. ‘RFP’ shall have the meaning ascribed to such term in the WHEREAS clause of this Agreement.
22. “Scope of Work” means all Services, and any other deliverables as required to be provided by the MSP as specified in Volume I of the RFP.
23. ‘Services’ means the services to be provided as per the requirements conditions specified in the Scope of Work and the Agreement. In addition to this, the definition would also include other related ancillary services that may be required to execute the Scope of Work under this Agreement.
24. ‘Service Level(s)’ means the service level parameters and targets and other performance criteria which will apply to the Services and Deliverables as described in Volume 1 of the RFP;

‘SLA’ or ‘Service Level Agreement’ means the service level agreement specified in Volume 1 of the RFP;

25. ‘Service Specifications’ means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Agreement, as well as those specifications relating to industry standards and codes applicable to the performance of work, work performance quality and specifications affecting the work or any additional specifications required to be produced by the MSP to meet the design criteria.
26. ‘System’ means integrated system/solution emerging out of the Scope of Work and covered under the scope of each Purchase Order issued by the Purchaser.
27. ‘Term’ shall have the same meaning ascribed to it in Clause 3;
28. ‘Timelines’ means the project milestones for performance of the Scope of Work and delivery of the Services as described in Volume 1 of the RFP;
29. ‘Total Contract Value’ means [_____] i.e. the amount quoted by the MSP (inclusive of taxes) in its commercial proposal. If at any point in time, the Total Value of Contract is increased by 10% or more due to one or multiple change request(s) in accordance with the terms of this Agreement, then Purchaser shall have the right to seek additional Performance Guarantee to such increased extent of Total Contract Value and the penalties/liquidated damages, limitation of liability cap etc. getting affected by such increase would be calculated based on such increase from the effective date of such increase in the Total Contract Value.

24.2. Schedule II – Audit, Access and Reporting

1. Purpose

This Schedule details the audit, access and reporting rights and obligations of the Purchaser or its nominated agency and the MSP. This Schedule is in addition to, and in derogation of, the audit rights and process provided in the RFP.

2. Audit Notice and Timing

- 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 execution of the Engagement) during the entire duration of the Engagement.
- The Purchaser 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.

- Except as provided in 2.2 above, audits shall be conducted by with adequate notice of 2 weeks to the MSP.

3. Access

The MSP shall provide to the Purchaser or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Purchaser 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

The Purchaser or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- i. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of the Purchaser and documentation related thereto;
- ii. That the actual level of performance of the services is the same as specified in the SLA;
- iii. That the MSP has complied with the relevant technical standards, and has adequate internal controls in place;
- iv. MSPs deployment of resources and their attendance records;
- v. MSP's internal testing results; and
- vi. The compliance of the MSP with any other obligation under the Agreement;

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 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 the Purchaser 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 the Purchaser or its nominated agency regarding any specific aspects of the Project and in context of the audit and access information as required by the Purchaser or its nominated agency.

6. Action and Review

- i. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the Purchaser or its nominated agency and the MSP's representative shall inform the Purchaser 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 the Purchaser.
- 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 the Purchaser. The changes agreed by the Purchaser, or any changes suggested by the Purchaser, 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 the Purchaser.

7. Terms of Payment

Except for the audits that are required to be conducted by the MSP as provided in Volume 1 of the RFP for which the costs will be borne by the MSP, the Purchaser 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

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.

The MSP at all times make and keep sufficient copies of the Agreement documents, manuals, reference material, drawings, specifications and any other document required by him to fulfil his duties under this Agreement.

24.3. Schedule III – Project Deliverables, Timelines and Payments

- i. As per RFP

24.4. Schedule IV – Exit Management Schedule

As per the RFP.

File No. A-12014/1/2018-SS-III

Request for Proposal (RFP)

**For 'Creation of National Platform of Unorganized Workers and
Allotment of an Aadhaar Seeded Identification Number'**

Volume - I

Ministry of Labour & Employment

Rafi Marg

New Delhi

Government of India

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Acronyms

No.	Title	Title
1.	AMC	Annual Management Contract
2.	APIs	Application Programming Interface
3.	AABY	Aam Aadmi Bima Yojana
4.	ASHA	Accredited Social Health Activist
5.	BI	Business Intelligence
6.	CAB	Change Advisory Board
7.	CAPEX	Capital Expenditure
8.	CBT	Computer Based Training
9.	CRM	Customer relationship management
10.	COTS	Commercial Off-the –Shelf
11.	CMMi	Capability Maturity Model Integration
12.	CSC	Common Service Center
13.	CSC VLE	Common Service Center Village Level Entrepreneur
14.	CSP	Cloud Service Provider
15.	DC	Data Centre
16.	DBMS	Database Management System
17.	DR	Disaster Recovery
18.	DMS	Document Management System
19.	EPFO	Employees Provident Fund Organization
20.	ESIC	Employees State Insurance Corporation
21.	ETL	Extract, Transform and Load

22.	ISO	International Organization for Standardization
23.	IVR	Interactive Voice Response
24.	MIS	Management Information System
25.	MPLS	Multiprotocol Label Switching
26.	MSP	Managed Service Provider (Selected through this bid)
27.	MoHFW	Ministry of Health and Family Welfare
28.	MoRD	Ministry of Rural Development
29.	MoLE	Ministry of Labour and Employment
30.	NCS	National Career Services
31.	NSDM	National Skill Development Mission
32.	OLAP	Online analytical processing
33.	OEM	Original Equipment Manufacturer
34.	OPEX	Operational Expenditure
35.	PBG	Performance Bank Guarantee
36.	PFMS	Public Financial Management System
37.	PMSBY	Pradhan Mantri Suraksha Bima Yojana
38.	PMJJBY	Pradhan Mantri Jeevan Jyoti Bima Yojana
39.	PWG	Project Working Group
40.	RCA	Root Cause Analysis
41.	RPO	Recovery Point Objective
42.	RTO	Recovery Time Objective
43.	SDLC	Software Development Lifecycle
44.	SECC	Socio-Economic Caste Census
45.	SLA	Service Level Agreement

46.	SMS	Short Message Service
47.	SOA	Service Oriented Architecture
48.	SOP	Standard Operating Procedure
49.	SRS	System Requirement Specifications
50.	UW	Unorganized Worker
51.	UIDAI	Unique Identification Authority of India
52.	UWSSA	Unorganized Worker Social Security Act, 2008
53.	UWIN	Unorganized Worker Identification Number
54.	WFC	Workers Facilitation Center

1 Introduction

1.1 Introduction to Ministry of Labour

The Ministry of Labour & Employment is one of the oldest and important Ministries of the Government of India. The main responsibility of the Ministry is 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.

Government's attention is also focused on promotion of welfare and providing social security to the labour force both in organized and unorganized sectors, in tandem with the process of liberalization. These objectives are sought to be achieved through enactment and implementation of various labour laws, which regulate the terms and conditions of service and employment of workers. The State Governments also have the prerogative to enact legislations, as labour is a subject in the concurrent list under the Constitution of India. At present, there are 44 labour related statutes enacted by the Central Government dealing with minimum wages, accidental and social security benefits, occupational safety and health, conditions of employment, disciplinary action, formation of trade unions, industrial relations, etc.

In order to ensure welfare of workers in the unorganized sector which, inter alia, include weavers, handloom workers, fishermen and fisherwomen, toddy tappers, leather workers, plantation labour, beedi workers, the '**Unorganized Workers' Social Security Act, 2008**' has been enacted. As per the provisions of the Act, a National Social Security Board has been constituted for recommending formulation of social security schemes viz. Life and disability cover, health and maternity benefits, old age protection and any other benefit as may be determined by the Government for unorganized workers.

1.2 Background

With the enactment of the Unorganized Workers' Social Security Act, 2008, Government of India has created a rights-based legal framework for providing social security benefits to the workers in the unorganized sector that comprise of more than 40 crore individuals and constitutes more than 90% of the total workforce of the country. Under this Act, there is a provision to issue a unique national Unorganized Worker Identification Number making use of the State Administration, in order to improve access to all social security schemes. Ministry of Labour & Employment (MoLE) being the administrative Ministry is mandated to provide technical support and guidelines for the conduct of registration of unorganized workers.

The Unorganized Workers Social Security Act (UWSSA), 2008

a) Definition of Unorganized Workers

The term ‘unorganized worker’ has been defined under the Unorganized Workers Social Security Act (UWSSA), 2008 as a home-based worker, self-employed worker or a wage worker in the unorganized sector and includes a worker in the organized sector who is not covered by any of the Acts mentioned in Schedule-II of the Act.

Thus, the unorganized workers are not limited to those who are working in the unorganized sector but also include workers in the formal sector without any social security cover under the Acts mentioned in Schedule II of the Act, namely:

- The Workmen’s Compensation Act 1923
- The Industrial Disputes Act, 1947
- The Employees State Insurance Act, 1948
- The EPF and Miscellaneous provisions Act, 1952
- The Maternity Benefits Act, 1961
- The Payment of Gratuity Act, 1972

Here the ‘**unorganized sector**’ includes an enterprise engaged in production and sale of good or providing services where less than 10 workers are employed, irrespective of whether or not employer provides equipment, material or other inputs.

‘**Home-based workers**’ include persons engaged in production of goods or providing services outside the premises of employers, for remuneration.

‘**Self-employed workers**’ includes persons not employed by an employer but engages in occupations in unorganized sector subjects (with monthly earning less than that notified by Central or State Government) or holds cultivable land (ceiling notified by State Government).

‘**Wage worker**’ includes persons employed by employers as a home-based worker, temporary or casual worker, migrant worker, workers employed in households including domestic worker, with a monthly wage of amount as may be notified by Central and State Government.

Along with the definition, MoLE has tracked and listed some of the occupations as unorganized. The list is available in Annexure B.

b) Objective of UWIN Platform

As per the Unorganized Workers Social Security Act (UWSSA) 2008, Ministry of Labour and Employment has decided to issue a unique social security number (UWIN) to all the unorganized workers of the country.

At present there is no centralized national database of unorganized workers in India. There is also a need to build a Social Security Delivery Platform to facilitate Social Security Benefits under various schemes for unorganized workers. It is expected that this nationalized database of unorganized workers created can also be used by other ministries to provide benefits under social security schemes to unorganized workers. This national database of unorganized workers shall cover 675 districts in 29 states and 7 UT's.

This Unorganized Workers Identification Number will also be used to deliver various social security schemes to the workers and their families. The following are the objectives to be achieved by MoLE through this initiative:

- **Creation of single unified sanitized database for unorganized workers to act as a platform to enable social security services to be provided to unorganized workers.**
- **Identification of Unorganized Worker after they are duly registered, assigning a unique UWIN (Unorganized Workers Identification Number) to every registered worker.**
- **Include Family details through concept of nuclear and linked family; and associated linkages to facilitate delivery of family based benefits (Going forward)**
- **Going forward, this Platform will assist in identifying and enabling skill development requirement, employer-worker mapping and outcome based policy formulation and decision making**

Given the resource constraints and challenges with respect to last mile delivery of benefits, conceptualizing and harnessing a social security technology ecosystem is an opportunity for India. Globally, social security has emerged as a potential game changer.

Fundamental to achieving the goal of UWIN and overcoming the social security schemes challenges facing India, is adoption and transformation to an all-encompassing unique identification number. Today, the pervasiveness of digital applications across the national ecosystem reflects the advent of digital technology as a major influencer in the subset of social security ecosystem. The scope ranges from unorganized workers registration, beneficiary enablement, digital payments, data driven benefits, enhanced efficiency to evidence-based policy making. A holistic framework to guide this ambitious project and create an integrated ecosystem is necessary.

However, in order to create such a holistic framework, certain foundational tenets must be adhered to. The Unorganized Workers Identification Number (UWIN), would lay the foundation for building up India's Social Security Benefits platform along with a system that facilitates the identification of unorganized labour. In line with India's commitment to its social security goals

and targets, UWIN is envisaged as a comprehensive project to provide benefits to the citizens of the country. UWIN envisages a platform-based solution, adoption of standards, interoperability of social security benefit systems, process standardization, Aadhaar-based beneficiary identification and authentication and provision for security and privacy. These principles form the foundation on which the UWIN solution is built to cater to the identification, registration, and social security challenges.

The UWIN solution, apart from providing a platform for consolidation of existing schemes, would provide the government, both at the state and central level, with a wealth of data that can serve to drive evidence-based policy making. Data analytics can help identify trends, needs and scope for intervention by government. Data analytics can help improve outcomes by supporting data driven, proactive and assistive services based on reports generated. The UWIN solution incorporates features that would serve to create program integrity and reduce instances of fraud and abuse. In addition to generating timely reports of fraud detection, this data could then be used to run predictive data analytics techniques that would further the cause of identification and early detection of fraud.

Thus, as India progressively makes strides towards providing better social security benefits through digital initiatives, UWIN serves to further a crucial tenet of universal coverage.

1.3 Unorganized Workers Identification Number (UWIN)

Benefit Coverage to all Unorganized Workers in the country	<ul style="list-style-type: none"> • Expand social security schemes' benefits to ≈15 Cr families (40 Cr UW) • Unorganized workers covered under various central and state schemes to be brought under UWIN • Extending benefits to unorganized workers in Socio Economic Census Data- 2011 not being covered under any existing welfare schemes 	Width
Centralized national database linked to a Social Security Delivery Platform	<ul style="list-style-type: none"> • Unique National number to facilitate benefit delivery to migrant workers • Providing access to clean, organized, verified and dynamic database to all States/Uts/Ministries/Departments • Facilitate identification of skill sets required by the industry • Better data availability and analytics; Better scheme decisions and outcomes 	Breadth
Better beneficiary profiling and scheme implementation	<ul style="list-style-type: none"> • Facilitate access to multiple social security schemes through a single platform • Linking prospective employers with workers • Mapping skills of individuals and facilitating linking with various skill development initiatives 	Depth

UWIN Key Objectives

MoLE plans to launch a new centrally sponsored Unorganized Worker Identification Number (UWIN) Platform, a new and superior platform to facilitate benefit delivery with respect to

unorganized labour and their respective families. This initiative aims to cover various State/ UT Sponsored schemes/ Protection Schemes and certain centrally sponsored schemes.

The UWIN platform has been envisaged to cover a wide population. Beneficiaries include approximately 15 crore households, which amounts to nearly 40 crore individual beneficiaries. Key objective of UWIN are as follows:

- Creation of Centralized National Database of all unorganized workers in India.
- Provide a unique national unorganized workers identification number (UWIN) for each unorganized worker in the country.
- To ensure access of this database to all the States/UT's/Ministries/Departments.
- Facilitate access to multiple social security schemes to unorganized workers.
- To link potential employers with unorganized workers.
- To facilitate identification of skill sets needed by industry
- To facilitate linking of these workers with various skill development initiatives to bridge the gap between demand and supply.

1.4 Stakeholders

The proposed UWIN Platform is envisioned as a transformational project, aimed to bring about a paradigm shift in the ways social security schemes are executed. The following section details the stakeholders involved in the Programme.

1.4.1 Ministry of Labour and Employment

The Ministry of Labour and Employment (MoLE) is envisaged to play a central role in scheme planning, policy formulation and implementation at the national level. It would spearhead the initiative, while maintaining the national oversight over the activities and outcomes of the initiative. It would serve as the nodal agency at the central level and would be informed of the functioning of the portal through the solution's Management Information System (MIS) that would generate periodic reports.

1.4.2 State Governments

The State governments would be the primary users of the UWIN platform. State governments are responsible for the implementation and operational management of UWIN. Activities ranging from identification, registration, beneficiary management would be undertaken within the jurisdictional ambit of the State government. Further, in the near future states with consistent data

would have the option of identifying additional beneficiaries as well as integrating their existing State Schemes on the UWIN platform.

1.4.3 Beneficiary (Unorganized Workers and their families)

Beneficiaries under UWIN, comprising of approximately 15 crore households and 40 crore unorganized workers. These households primarily comprise of the bottom of the pyramid and thus the proposed scheme is vital to provide them access to Pension Plan, Accidental Insurance, Maternity Benefits, education to their children and so on as per Social Security Schemes for the Unorganized Workers. As envisaged, the beneficiary would be enrolled in the UWIN system, experience a benefit transfer as per the eligibility and enrollment, while also being able to log grievances through a central toll free number provided by MSP. The beneficiary will also be able to continue availing welfare benefits while migrating from one state to the other with the help of the unique national number UWIN.

1.4.4 Workers Facilitation Center and Field Operators

The State Governments have the prerogative to choose which channel/mode is to be used to identify and register unorganized workers. The two options identified and facilitated through UWIN Platform are Door-to-door survey and Workers Facilitation Centers (WFC). Existing last-mile touchpoints such as CSC Village Level Entrepreneurs (VLE), Post Offices, NGO's etc. may be registered as WFCs or the State Government may choose to set up new agencies under the Department of Labour. Door-to-door surveys will be carried out using Field Operators who will help the workers to get registered under the UWIN Platform and also advice the workers on their eligibility regarding the schemes offered by the government. The State Governments may also take the help of individuals from within the unorganized worker community to help spread awareness about benefits of registration to UWIN as well as applicable welfare schemes. These facilitators (e.g. Shramik Mittr, Anganwadi workers, ASHA workers etc) will also assist the unorganized workers to carry out actions such as submitting relevant documentation, Aadhaar enrollment, Aadhaar Virtual ID creation, opening bank accounts and so on. The appointment and incentive to be given to such facilitators shall be the prerogative of the State Governments.

1.5 Goal of this RFP

The Purchaser intends to select a Managed Service Provider (MSP) by following competitive bidding process to design, develop, implement, operate and maintain the UWIN Platform for Ministry of Labour and Employment (MoLE). The scope includes software/solution development and implementation, Solution deployment, implementation and maintenance of the UWIN platform.

2 Format of this RFP

The content of this RFP has been detailed over a set of three volumes as explained below:

1. Volume 1: Functional, Non-Functional and Technical Requirements

Volume 1 of this RFP includes the detailed functional, technical, operational requirements of the intended solution and related annexure(s) along with Service Level Agreement to be signed between purchaser and the Managed Service Provider (MSP).

2. Volume 2: Instruction to Bidders

Volume 2 of this RFP includes details on the technical and commercial criteria and their related forms, formats, guidelines and detailed annexure(s).

3. Volume 3: Legal Terms and Master Service Agreements

Volume 3 of this RFP includes the Draft Master Services Agreement

Note: In this RFP, the term ‘Bidder’ refers to an entity submitting a proposal to Purchaser as a response to this RFP. The term ‘Managed Service Provider’ refers to the successful Bidder who is contracted for implementation of the UWIN Solution/UWIN System/ UWIN Platform (also referred to as ‘the Project’), per terms and conditions specified in the RFP and shall be deemed to include the Service Provider, its agents, successors, representatives, & permitted assigns.

3 As-Is Overview

3.1 Overview

There are several Central as well as State level Schemes for the unorganized workers. Amongst the Central schemes, MoLE is the nodal agency for the Scheme Converged - Aam Aadmi Bima Yojana (AABY), Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) and Pradhan Mantri Suraksha Bima Yojana (PMSBY). Other ministries such as MoRD, MoHFW, and Ministry of Textiles etc are the nodal agencies for the disbursement of some of the other central sector scheme for the benefit of unorganized workers. At present, each of them maintain their own separate beneficiary databases which aren't interacting with each other to look into aspects such as duplication of benefits, omission of eligible beneficiaries, common scheme touchpoints and so on.

With respect to UWIN, the States that are to be brought under the UWIN coverage can be classified under three categories:

1. States with existing portal/database of unorganized workers with the data being captured along the same line as the proposed UWIN platform
2. States with existing portal/database of unorganized workers with the data being captured but not in the format/ stated requirement of the proposed UWIN platform
3. States without any existing portal/database

There are a few states that are front runners in terms of creation of a database of unorganized workers and providing them with their entitled benefits. Andhra Pradesh is one such state that has made tremendous progress in this regard. The state, with the formation of A.P. Social Security Board has introduced an all-encompassing social security scheme utilizing the converged MoLE schemes, that covers 2.2 crore unorganized workers in the state with Aadhaar linked database. This database developed by Andhra Pradesh will be used as the UWIN efficacy indicator database during the Go-Live phase of this project. The incoming MSP will be required to migrate this database into UWIN database as one of the deliverables during the Go-Live phase of UWIN project.

3.2 UWIN Architecture

The UWIN Enterprise (comprised of Business, Application, Data and Infrastructure Architecture) would be made of the following layers.

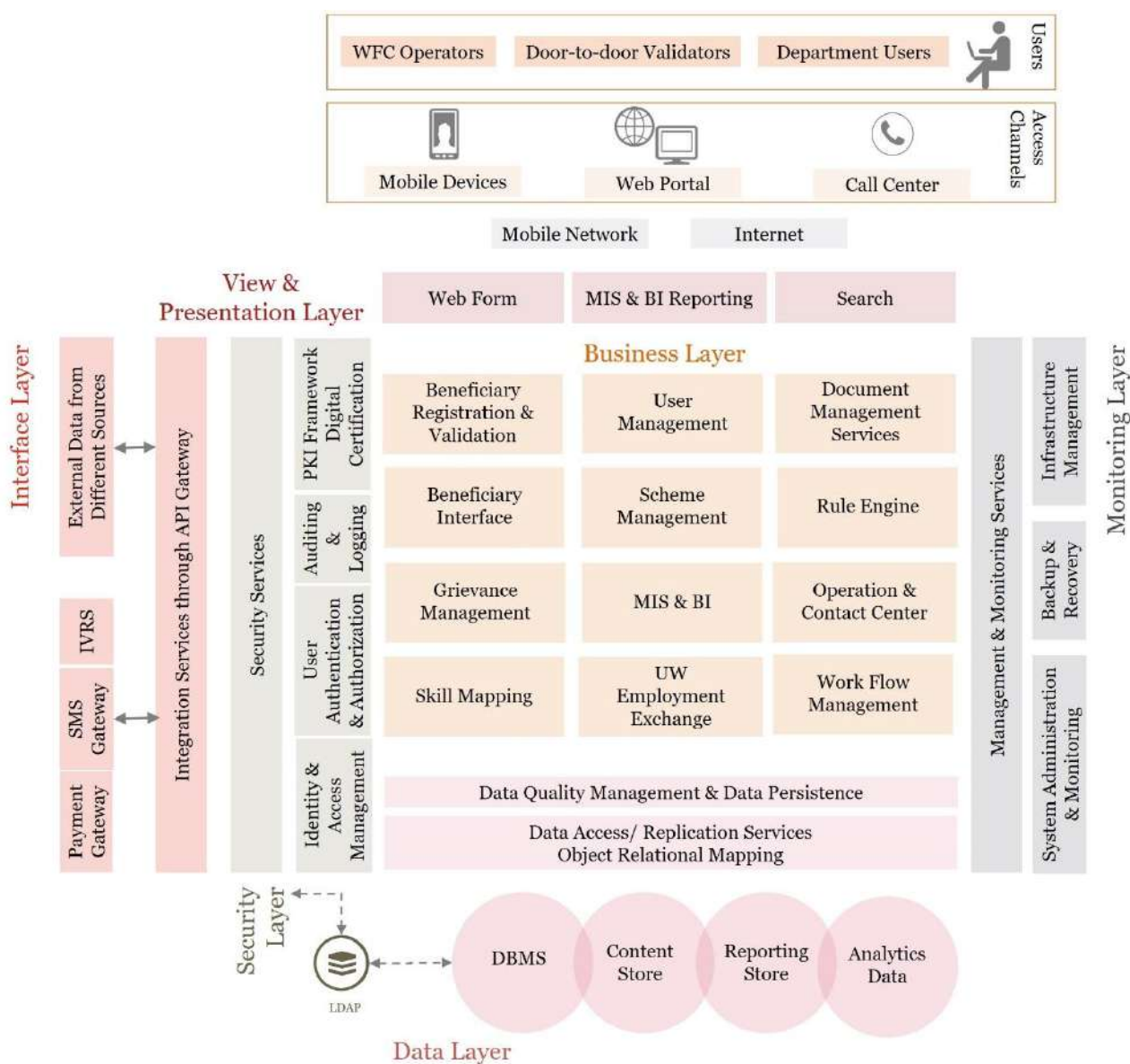


Figure: UWIN Architecture

- 1. Users:** The major users of UWIN would be the Beneficiaries, Workers Facilitation Centres/Field Operator, and Government Department users (Both State and Center). During the registration process bank account details of the beneficiaries are also collected in order to facilitate Direct Benefit Transfer of benefits of social security schemes. Beneficiaries would be registered through registration camps organized by district administration, through Workers Facilitation Centres, enabled by a web portal or a mobile app on tablet to capture the data related to citizens or a door to door survey based on the decision taken by the state government.

-
- 2. Communication Channels:** Registered Mobile Numbers would be used to communicate the status of various events e.g. notification of successful UWIN registration to beneficiary. To capture the details of beneficiaries a web portal or a mobile application running on a tablet will be used in areas with connectivity and a mobile application running on a tablet would be used where we have connectivity issues. Where internet connectivity is available, authentication medium such as Aadhaar/Virtual ID, would be utilized using web portal or the mobile app. For areas without/ limited connectivity, data would be stored on tablets/ workstations. This data would be pushed in bulk to the UWIN cloud when the tablets are brought into range of connectivity. It is envisioned to have backend Aadhaar linkage to the UWIN number for the purpose of having an authenticated database. Individuals that have enrolled for Aadhaar but do not have Aadhaar number generated by UIDAI can provisionally enroll themselves with Aadhaar Enrollment ID (EID) and link the Aadhaar with their dataset at a later stage post which they will be assigned a UWIN number. Enrollees from areas that do not have any Aadhaar coverage will be provisionally registered using other government identity documents such as voters ID, driving license etc. with an option of linking Aadhaar at a later stage. These areas, however will have to be identified and approved by the Ministry of Labour in consultation with the respective State Governments from time to time. IVR services can be used by unorganized worker for assistance required in registration process, benefits associated with registration and avenues for registration.
 - 3. Locations:** The UWIN application modules would be accessible from different locations such as work field, Workers Facilitation Centres, offices of Ministry of Labour and state departments accessible to all state users and Ministries.
 - 4. Partners:** Partners would be exposing open API for exchange of data such as authentication information (Aadhaar Information, NPCI, etc). UWIN platform will also be exposing API's to be consumed by different platforms such as NCS, ESIC, NSDM, EPFO, etc.
 - 5. Presentation layer:** The presentation layer would be the frontend for the stakeholders to avail services through the communication channels. As explained the presentation/frontend components would be the mobile application running on the tablet devices and the online web portal at Worker Facilitation Centres, online web portal to show dashboards to government users for monitoring the KPI's.
 - 6. Business Services:** These are abstract services offered to the beneficiaries using IT Applications and IT Application service/Open API layer.
 - 7. Application Layer:** The application layer is made of application services that is used to offer business services. The application services are exposed by the presentation layer on the channels to offer the business services. The key applications exposed as application services/open API's are Beneficiary registration and validation module, BI/MIS Dashboards, User Management and Document Management System Module.

-
8. **Data:** This layer would comprise of databases that contain the data to drive the application and business services. Data would be stored using data management principles and would utilize various technologies such as data partitioning, data security and data availability. These features would be used to ensure data is secure and available to the right people at the right time.
 9. **Infrastructure:** This layer would be made of the operating systems, hypervisors, etc. to form the platform on which the upper layers would run. The infrastructure would be hosted on the cloud platform and will be procured by MoLE separately.

4 Scope of Work

4.1 Introduction

The Scope of Work for the Managed Service Provider (MSP) is to design, develop, implement, operate and maintain the UWIN Platform for Ministry of Labour and Employment (MoLE). The scope includes software/solution development and implementation and maintenance of the UWIN platform. The maintenance phase will be for a period of 1.5 years after Go-Live. Post completion of the 2 (two) year period, the contract can be extended, at discretion of Purchaser, for additional two years on yearly basis or part thereof.

MSP needs to do the appropriate solution design and sizing for the project as per the scope of work and other terms and conditions of the RFP. In case MSP has not considered any component/service which is necessary for the project requirement, the same needs to be brought by the MSP at no additional cost to Purchaser.

For the UWIN Platform, Socio Economic and Caste Census 2011 (SECC) shall be used as base database. SECC-2011 is a study of socio economic status of rural and urban households and allows ranking of households based on predefined parameters. SECC data is compilation of 24 lakhs enumeration blocks where each enumeration block has roughly 125 households. These are the same enumeration blocks that were formed during census. SECC database captures Individual & Household Information ranging from Demographic details, Income, Employment and Ownership Profiles along with family linkages. The UWIN Database will use fields from SECC database (mentioned below) along with additional information provided by the unorganized worker during the registration and validation phase.

Following data fields from SECC will be part of UWIN:

- 1) State Code
- 2) District Code
- 3) Tehsil/Sub District Code
- 4) Name of the person
- 5) Address
- 6) Permanent Address
- 7) Gender
- 8) Date of Birth
- 9) Marital Status
- 10) Name of Father
- 11) Name of Mother
- 12) Occupation / Activity
- 13) Main Source of Income / Earnings from
- 14) Disability

Broadly the Scope of Work for the MSP shall be as follows:

1. Conceptualization of UWIN Platform

- a. Studying Existing As – Is Operations and Defining platform framework
- b. Defining a Road Map to move to single UWIN platform

2. Implementation of UWIN platform

- a. Application design, development, & implementation of envisaged UWIN Platform
- b. Creation of UWIN Database (using SECC Database as base database)
- c. UWIN Platform Software Components
- d. Application Training & Capacity Building
- e. UWIN Contact Center & Technical Helpdesk Set-up

3. Operations and Maintenance of UWIN Platform

- a. UWIN Contact Center & Technical Helpdesk Operations
- b. Operations & Maintenance of the UWIN System for a period of 1.5 years after Go-Live
- c. Support to MoLE post Go-Live of UWIN Platform :
 1. Training and Capacity building of nodal agencies engaged in implementation of pilot phase. Training modules to include components such as:
 - i. Registration of beneficiaries through UWIN platform
 - ii. Uploading Scheme Information and corresponding eligibility criteria by department users
 - iii. Enrollment of Scheme beneficiaries through UWIN Platform
 - iv. Approval of Scheme applications for department user
 - v. Scheme fund disbursement through UWIN platform once the database created is authentic and reliable.
 2. Establishing systems to periodically carry out online sanitation checks for the data being received from various sources.
 3. Grievance redressal support with respect to the UWIN platform
 4. Exit and Transition Management at the contract term expiry

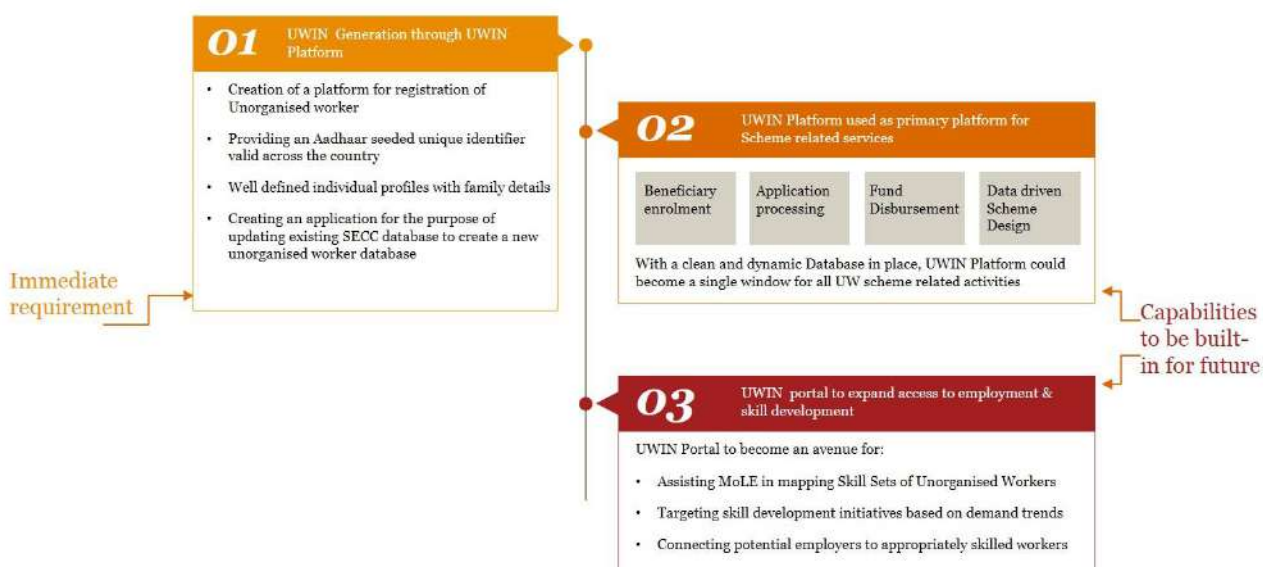
4. Project Management & Governance

The implementation phase for new UWIN platform shall be for a period of 6 months and the Operation & Maintenance phase shall be for a period of 1.5 years after Go-Live of the system. Post

completion of the 1.5 year O&M period, the contract may be extended, at discretion of Purchaser, for additional two (02) years.

4.2 Overview of UWIN Platform

The MSP for UWIN shall be required to manage various activities during the tenure of the contract and primarily these can be classified under 3 (three) phases for UWIN platform creation and scaling.



Immediate Requirement: Creation of UWIN Platform

In **Phase I**, UWIN platform shall have the capability to register a Unorganized worker, capture individual level and family details and generate a unique number UWIN. This shall lead to the creation of a national database of unorganized workers that has been Aadhaar seeded to avoid duplication. Phase I deliverables will primarily involve design and development of UWIN Portal and Application, Helpdesk setup and operations, support and maintenance of the UWIN Platform for Ministry of Labour and Employment (MoLE).

Capabilities to be built-in for the future:

Integration with other Databases

The **Phase II** of the project entails using the platform as an avenue for Scheme related services such as beneficiary enrollment, application processing, fund disbursement and policy level planning activities using the UWIN database created in Phase I. This phase shall also involve activities such as integration of UWIN databases with several other databases such as Scheme Databases, State Databases and so on.

Integration with NCS and other portals

Phase III of the project takes the Database integration one step further to integrate it with portals such as National Career Service Portal or Skill Development initiatives in order to facilitate skill mapping and targeted skill development initiatives. It shall also provide the opportunity to get inputs from the employers regarding skills in demand or information about employment opportunities.

Note:

While the preliminary focus of the project shall be on Phase I described above, MSP shall ensure that the proposed solution takes into account Phase II and Phase III of the UWIN Platform. The proposed solution shall be evaluated on the basis of how well the integration of these different phases has been conceptualized.

The purpose of this section is to provide the broad framework within which the MSP would be required to operate, define the MSP's scope of work and the roles & responsibilities of different stakeholders during various phases. The purpose of the phasing is to enable MSP understand existing systems and process which involve various stakeholders.

4.2.1 Defining UWIN Platform

The objective of this section is to outline various framework in place that shall have to be studied in detail by the MSP to define a roadmap for effective design and implementation of the UWIN platform.

The existing frameworks that shall be studied in detail include:

1. As- Is study of existing systems at central and state level with respect to Unorganized Workers
2. SECC Database as base database used for creation of UWIN Database
3. System Capabilities to integrate other platforms/databases with UWIN platform (such as State portals, NCS, NSDM, EPFO, etc.)

These frameworks have been detailed out below.

4.2.1.1 Studying Existing Operations

4.2.1.1.1 As - Is study of existing systems at central and state level

Under the guidance of MoLE, MSP shall study and document the current operations of MoLE, its various departments at central, state and district level that are instrumental in providing benefits to unorganized workers. This As-Is study shall help form the basis for the To-Be architecture of UWIN that has to be designed by MSP. This study of current operations shall include processes such as:

1. **Registration of Unorganized Workers:** The “Unorganized Workers Social Security Act (UWSSA), 2008” provides for the definition of unorganized worker, including those relating to unorganized worker, self-employed and wage worker. It also provides eligibility criteria for registration as well as the procedure for registration under the Act. In this context State Governments are mandated to register unorganized workers with the help of District administration. Under the guidance of MoLE, MSP should study existing states with mature systems in place and compile a list of best practices. MSP shall also help define criteria which can help classify state systems in to two categories :

1. States that can retain their existing platforms and be linked to the new UWIN platform. Registration in these states shall be carried out through both state portal as well as UWIN portal. All profiles created through state portals shall also have a unique UWIN number and become a part of the UWIN Database. As part of Go Live stage, the MSP will need to migrate the data of PMJJBY scheme in Andhra Pradesh to the centralized database using UWIN application.
2. States that can adopt the UWIN platform as their only avenue for registration of unorganized workers. They may also need to undertake the activity of digitizing and bringing their legacy/non-digitized data onto UWIN. As part of Go Live Stage, the MSP will need to populate the UWIN database with enrolments carried out afresh in a (i) semi urban, and (ii) rural area with a sample size of 20,000 enrolments each.

2. **Welfare Schemes for Unorganized Workers:** The UWSSA, 2008 mandates the Central Government to provide three basic social security benefits i.e. (i) life and disability cover, (ii) health and maternity benefits, and (iii) old age protection and also directs State Governments to provide benefits of welfare schemes other than these three. The Act provides for formulation of schemes relating to provident fund, employment injury benefits, housing, educational schemes for children, skill up gradation, funeral assistance and old age homes by the State Governments.

Currently there are several central sector schemes that are being availed by Unorganized Workers. Under the guidance of MoLE, MSP should study the process flows with respect to these schemes (specified in section 3 which in future will be revised post discussions with MoLE) and formulate UWIN platform functionalities such that it becomes a unified platform for service delivery for these schemes.

By the Go-Live stage, the UWIN platform is expected to have functional modules in place with respect to the schemes specified by the purchaser along with the capability to onboard additional central & state schemes. This section of the platform is meant to create a single source for details such as eligibility criteria and entitlements for UW welfare schemes.

The processes with regard to the following 2 types of states are to be built and tested in the pilot phase. The two types of processes shall be:

- Integration of existing unorganized worker database with fields along the same lines of proposed UWIN database and that shall continue to use its existing structure
 - Onboarding systems without any existing database to start using the UWIN platform/data-structure to capture information
3. **Welfare Funds for Unorganized Workers:** Based on the provisions of the UWSSA, 2008, the MoLE is also operating Welfare Funds for some specific categories of workers in the unorganized sector like beedi workers, cine workers and certain non-coalmine workers. These funds are utilized to provide various kinds of welfare activities to workers in terms of health care, housing, education assistance for children, and so on. MSP is to study various roles and fund flows with respect to these schemes as well as the abovementioned Welfare Funds in order to bring them onto the UWIN Platform.
4. **Existing central and state level databases related to unorganized worker:** With the registration and welfare schemes for unorganized workers currently in place, there are existing beneficiary databases with central and state governments. The MSP should carry out an analysis of these databases to identify an overall framework for UWIN that will subsume all these individual state and scheme databases. MSP should also look at proposing a To-BE architecture, where Welfare Schemes for Unorganized workers can be designed using the UWIN platform and Database in the future.

For states that shall continue to use their own platforms, each unorganized worker profile would have to be mapped to a unique number within UWIN portal. This linking of profiles to UWIN for workers registered on state portals shall be carried out for all unorganized workers on state portals- existing as well as new registrations. In case of migrant workers, the new profile created using Aadhaar would be mapped to the same UWIN as was assigned by the state from which s/he has migrated from.

4.2.1.1.2 SECC Database as Base Database for UWIN Database

1. **Studying the SECC Database:** The MSP under the guidance of MoLE shall take up Socio Economic Caste Census -2011, collected by MoRD as the base resource over which layers of UWIN database and platform are to be built. Selected fields from the SECC database will be used as base and additional fields as decided by MoLE will be added to the base and will be captured at the time of worker registration.
2. **Aadhaar Seeding of SECC Database:** In this phase, MSP is expected to design processes by the means of which authentication of unorganized worker is performed using Aadhaar information. Post successful completion of the authentication process of the unorganized worker additional fields can be captured to complete the registration process. MoLE shall get on boarded as Sub-AUA (Authentication User Agency) and facilitate Aadhaar seeding and one

time authentication of the enrollee worker. With respect to Aadhaar Virtual ID and UID Tokenization, MoLE shall be classified as “AUA”

3. **Updating SECC Database and creation of UWIN Database** In the process of registration of Unorganized Workers through e-KYC onto UWIN platform, additional information shall also be captured that will validate the SECC information, update it if required and also create a clean, organized and verified database (**UWIN Database**) . At every instance of registration for a welfare scheme, information is collected/validated with respect to the eligibility criteria of the scheme which will be provided by the authorities either state or central government. UWIN thus becomes a dynamic verified database that can act as a single source of truth with respect to unorganized workers. MSP shall be required to define various stages process through which current SECC Database shall be converted to a dynamic UWIN Database.

It is proposed that the methodology to carry out this updation exercise shall be state’s prerogative. They may either choose to conduct door-to-door surveys using enumeration agencies or carry out extensive IEC campaigns and carry out registration camps to invite Unorganized Workers to come forward and register on their own. The UWIN platform is expected to support both these activities. The MSP shall define process flow and functionalities of UWIN platform for both these options.

4. **Defining Nuclear Families in seeded SECC Database:**

An important feature of the proposed UWIN Data structure is “Nuclear Family Unit” as the focal point for social security benefits. UWIN Platform is expected to create smaller linked nuclear families from what had been captured in 2011 SECC database in order to create a network of associated families covered under various welfare schemes. The MSP shall also be expected to provide design process to help facilitate this deconstruction process.

The MSP after acquiring adequate understanding of SECC database and the various usages of the UWIN Database shall propose the most appropriate Database architecture and shall also identify the best way forward in terms of:

- Online and offline registration and data upload mechanisms
- Fully Centrally Hosted Database
- Aadhaar seeding- Demographic authentication

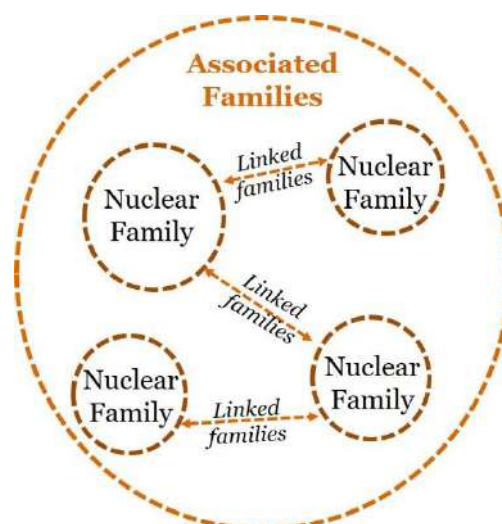


Figure: Family linkages within UWIN Database

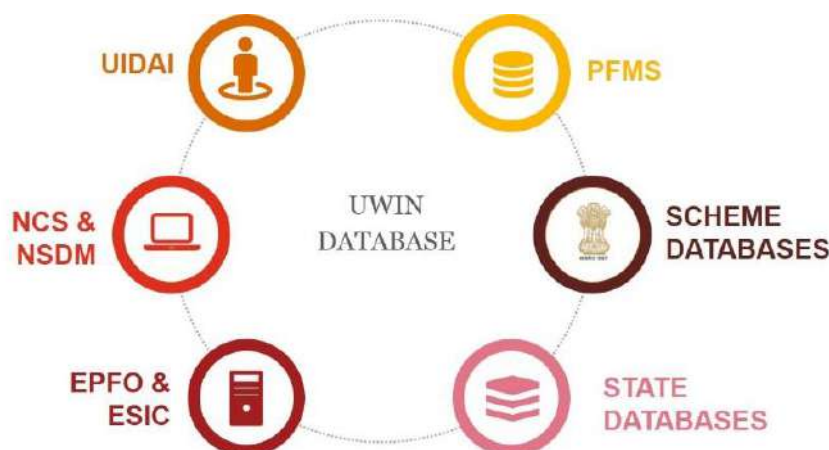
During the updation process, the base SECC data may undergo many changes such as addition/removal of members from a family unit, correction in spellings to match Aadhaar, change of address and so on. Additional details may further be collected during the time of scheme enrollment/benefit delivery based on eligibility criterion and documentation requirements. As the Unorganized worker continues adding individual and family level details, it may be possible to match these details with eligibility criteria of various UW welfare schemes and create a more intelligent and intuitive system to identify target beneficiaries. The UWIN database thus created would not only help in capturing unorganized worker details for operational scheme implementation activities but also provide a central resource for policy makers for new scheme formulation, data based budgeting, impact assessment of various existing schemes and build a foundation for proactive governance.

5. Targets for registration:

For the entire population of 15 Crore Unorganized Worker Families (which cover approximately 40 Crore individual UWs), a period of 2 years has been envisaged. From the date of commencement of the project, in Year 1 (including period of UWIN Platform build), a total 5 Crore households have to be registered through UWIN portal with each individual Unorganized Worker in the family receiving a unique Unorganized Worker Identification Number. In Year 2, a total of 10 Crore households have been targeted for registration, after which the database shall be continually updated. State Governments shall be responsible for driving the registration process and MSP will support/ facilitate the state governments with appropriate training, timely grievance resolution etc.

4.2.1.1.3 Integration of UWIN with other platforms

The UWIN Database being created in order to become a power tool in for good governance would need to be integrated with other databases for a variety of functions. For example, for authentication of identity it shall interact with UIDAI database and to pass on benefits of schemes through Direct Benefit Transfer it shall interact with the Public Finance Management System (PFMS). Since Existing state portals may also continue to be an avenue for registration of Unorganized Workers, there may be instances where sharing of data from State portals to UWIN portal and vice versa may take place. EPFO, ESIC, Scheme Databases may also be utilized along with UWIN Database for targeted beneficiary identification and deduplication of benefits delivered by different states/ ministries/ departments. MSP should keep these as well as several other use-cases in mind while developing the UWIN system and also define the approach that shall be followed for integration of UWIN with other platforms.



Government of India to meet the demand of employers and to drive economic growth has undertaken many initiatives with a focus on scaling up skill training efforts and providing avenues for employment such as National Skill Development Mission (NSDM), National Career Service (NCS) Portal and so on. In the future the UWIN database and the associated profiles may also be used by MoLE for mapping skill sets of Unorganized Workers for training need assessment and targeting skill development initiatives for Unorganized Workers based on demand trends. This would require provisions of integration of existing platforms such as NCS also with UWIN platform.

1. **NCS:** With an updated UWIN Platform, a database of unorganized workers with their skills mapped to individual profiles will be available. Linking it to existing portals such as National Career Service Portal helps connect these workers to potential employers and increases their access to employment opportunities. MSP are also to keep these integrations in mind in order to design functional modules that facilitate connecting to other platforms.
2. **NSDM:** Linking with databases such as that of the National Skill Development Mission, it would be possible to assess the skill requirement of the industry and identify the gap that may be present in terms of demand and supply of skilled workers. UWIN platform could facilitate the reduction in this gap by providing avenues for Unorganized Workers to participate in trainings by National Skill Development Mission.

4.2.1.2 Defining Road Map to move from various state and central systems to a single UWIN platform

The MSP shall be required to prepare a road map which should comprise of all the detailed activities with timelines involved in moving to a single UWIN Platform. This shall include providing functionalities within UWIN to carry out the 3 main tasks:

1. Registration of workers and generating a Unique UWIN ID
2. Providing access of welfare schemes to registered worker through UWIN platform
3. Connecting potential employers to unorganized workers based on their skills and availability
(Provision of functionality)

Also MSP teams are to be regularly involved in identifying opportunities and executing incremental steps aimed at improving performance, while reducing deduplication of benefits and improved reliability of available data.

4.3 Implementation of UWIN Platform

4.3.1 Application Design, Development and Implementation

This section comprises of requirement gathering, analysis, design, development, testing and roll out of the UWIN Platform and all the components as defined in **Annexure A: Functional Specifications**

The application shall be developed at MSP’s premises. However, the identified key personnel need to be present at Purchaser’s office whenever desired by the purchaser.

Before the actual development work starts, the MSP has to design the integrated solution architecture. The MSP must ensure that all the functionalities envisioned for a centralized national UWIN platform are taken into account.

The following table contains the list of business functionality, software components, integration partners and other details.

Business Functionality, Components and other details

Type	Details
Business Functionality/Modules	Beneficiary Registration & Validation User Management Scheme Management Beneficiary Interface Grievance Management BI & MIS Skill Mapping UW Employment Exchange
Software Components	Data Analytics & Business Intelligence CRM Identity & Access Management Enterprise Middleware/API Gateway Document Management System Database Management System
Partner Integration	UIDAI Aadhaar

	NPCI MoRDSECC Mobile Service providers connected to SMS Gateway Worker Facilitation Centers Enumeration Agencies PFMS
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1. MSP's scope of work shall include implementation of a platform that would include all customizations and configurations to handle end-to-end workflow of all business functions as listed in the RFP. Addition of any new functionality that would require customization would be part of MSP's scope under O&M category.
2. While doing application development and maintenance the MSP is required to follow and comply with the processes as per CMMi Level 5 standards.
3. MSP has to also develop mobile version (Lite version) of the UWIN Portal with specific functionalities which can be accessed using smart phones/tablets.
4. MSP shall integrate with all partners/stakeholders/third party systems with UWIN system as defined above.
5. Considering the application/portal may be deployed across the country, MSP has to ensure the robustness of the system to handle minimum **40,000 concurrent users**.
6. Module for user management needs to be developed as defined in Annexure A: Functional Specification.
7. Purchaser will be the owner of the application software developed for this project including source code, all related documentation created for the project.
8. MSP shall setup an independent development and testing environment exclusively for development of UWIN platform. MSP shall also maintain the version control of UWIN platform applications. Staging environment to be co-hosted in the cloud platform provided by MoLE.

Application development and implementation for the UWIN System needs to follow the below lifecycle:

4.3.1.1 Requirements Gathering

The MSP must perform a detailed assessment of the business and IT solution requirements as mentioned in this RFP. Additionally, the MSP is required to carry out an exhaustive requirements gathering exercise with the purchaser team and conduct detailed assessment for understanding the requirements. While doing so, the MSP is expected to do at least the following:

1. Translate all the requirements into detailed Functional Requirement Specification (FRS) & Software Requirements Specification (SRS) Documents
2. MSP shall translate all the requirements as captured in the FRS document into SRS.
3. In case of any change in indicative business process and software requirement, MSP will provide the modified business processes to the Purchaser. MSP shall study and revalidate the same with Purchasers at the time of construction and submit as an exhaustive FRS document.
4. Develop and follow standardized templates for capturing requirements and system documentation.
5. Maintain a traceability matrix from FRS stage onwards for the entire implementation.
6. Obtain the required sign-offs from user groups formed by the Purchaser.
7. Ensure presence at the Purchaser's office with the requisite team members for all discussions with the stakeholders.

While functional specifications of the envisaged system are attached in Annexure-A, some of the processes and forms may undergo changes at the time of implementation. The MSP need to consider this fact while submitting its proposal. No extra cost shall be paid for such changes till the FRS approval stage of each phase. All major changes post this for each phase shall be handled through change control process.

The Service provider shall as a starting point gather the requirements from the following in the RFP:

1. Functional Statement of Needs (Annexure-A)
2. Key UWIN Components
3. Other details mentioned in various clauses of the RFP including annexures and volumes

4.3.1.2 Design

MSP shall design the solution and provide detailed architecture and design document (including but not limited to high level design and low level design) of the UWIN Platform.

4.3.1.3 API Management and Usage

1. Data exchange between the UWIN platform and other Internal/External Systems will be carried out through APIs. The MSP, in consultation with the Purchaser, will also be required to set up a process for issuance of standards for the UWIN Platform APIs as well as for other systems API's
2. The MSP needs to set up, operationalize and maintain system for development, maintenance and deployment of APIs.

3. All Systems integrating with UWIN needs to setup Open API's in RESTful services/JSON format only. In case any of the integrating systems have the required Functionality, MSP would need to create an adapter to convert to JSON format.
4. The MSP shall be entirely responsible for proposing the solution which satisfies all features, functions and performance requirements as described in this RFP and relevant documents. The MSP shall be responsible for design, development, and implementation of the proposed solution and shall ensure that the proposed system/ application/ product, are current to not lower than at N-1 level (where N is the current latest commercially available release) at the cost of the MSP for entire life of the project. The cloud infrastructure procurement shall however be the responsibility of the Ministry of Labour.

4.3.1.4 Development

The MSP shall consider the scope of work, develop and implement a solution that meets the UWIN Platform's requirements. Considering the scope set in this RFP, the MSP shall carefully consider the solution it proposes and explicitly mention the same in the technical proposal. In the technical proposal, the MSP needs to elaborate on the proposed approach for software development.

The development of the application software will follow the procedure mentioned below:

1. The MSP shall identify, design and develop components/functionalities that are required to address the UWIN requirements mentioned in this RFP.
2. The application software developed by the MSP has to be user friendly so that users can access it without having extensive training.
3. The lifecycle for each phase should be independent, i.e. different teams should work in parallel to complete the track activities per the given timelines.
4. The MSP shall procure, design configure, implement and integrate the software products with UWIN platform.
5. MSP will be responsible for supplying the application and licenses of related software products, installing and integrating the same so as to meet UWIN Platform requirements.
6. The MSP shall perform periodic audits to measure license compliance against the number of valid End User software licenses consistent with the terms and conditions of license agreements, volume purchase agreements, and other mutually agreed upon licensed software terms and conditions. The MSP shall report any exceptions to license terms and conditions at the right time to Purchaser. However, the responsibility of license compliance solely lies with the MSP. Any financial penalty imposed on Purchaser during the contract period due to license non-compliance shall be borne by MSP. Purchaser will form a user group which will consist of technical resources who will overlook some of the major activities performed by MSP.

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7. MSP shall also supply any other tools & accessories required to make the integrated solution complete as per requirements.
 8. In line with policy of Government of India, issued by Ministry of Electronics and Information Technology dated 27th March, 2015, on adoption of open source software (OSS), Purchaser prefers OSS in comparison to closed source software (CSS). In line with the said policy requirements if the bidder is not considering OSS, it needs to include justification for inclusion of CSS as part of the technical proposal. With respect to OSS support, MSP should propose Enterprise Editions only and not Community Editions.
 9. The MSP shall supply the following documents in hard and soft copy to the purchaser in standard industry tool (licenses of which shall be in the name of the Purchaser) along with the developed components:
 - a. Business process guides;
 - b. Program flow descriptions;
 - c. Data model descriptions;
 - d. Sample reports;
 - e. Screen formats;
 - f. Frequently asked question (FAQ) guides;
 - g. User manual
 - h. Software & Technical manual
 - i. Compilation environment
 - j. Installation guides
 - k. Toolkit guides and troubleshooting guides
 - l. Quality assurance procedures
 - m. Change management histories
 - n. Version control data
 - o. SOPs, procedures, policies, processes, etc. developed for Purchaser
 - p. Programs :
 - i. Entire source codes
 - ii. All programs must have explanatory notes for understanding
 - iii. Version control mechanism
 - iv. All old versions to be maintained

q. Any other documentation required for usage of implemented solution

10. MSP shall also update the above documentation periodically as agreed with the Purchaser.

4.3.1.5 Testing

The MSP shall provide the testing strategy including the traceability matrix and relevant test cases and shall also conduct the testing of various components of the software developed/customized along with the solution as a whole. The testing should be comprehensive and should be carried out at each stage of development as well as implementation.

The MSP shall demonstrate the testing criteria outlined in the table below prior to Go-Live as well as during project operations phase. In case required, parameters might be revised by the Purchaser in mutual agreement with the MSP and the revised parameters shall be considered as the acceptance criteria. A comprehensive system should be set up that would have the capability to log & track the testing results, upload & maintain the test cases and log & track issues/bugs identified.

The table below depicts the details for the various kinds of testing activities required for each phase of the project:

Testing Details

Type of Testing	Responsibility	Scope of Work
System Testing	<ul style="list-style-type: none"> • MSP 	<ol style="list-style-type: none"> 1. The MSP shall prepare a test plan as well as test cases and maintain it. The Purchaser may request the MSP to share the test cases and results when required. 2. The testing should be performed through manual as well as automated methods 3. Automation testing tools will need to be provided by the MSP 4. Comprehensive System testing would be performed for each phase of the application development.
Integration Testing	<ul style="list-style-type: none"> • MSP 	<ol style="list-style-type: none"> 1. The MSP shall prepare and share with the Purchaser the Integration test plans and test cases 2. The MSP shall perform Integration testing as per the approved plan 3. Integration testing will need to be performed through manual as well as automated methods

		<ol style="list-style-type: none"> 4. Automation testing tools will have to be provided by the MSP 5. Integration testing would include all data exchanged between various stakeholders/systems 6. Integration testing would be performed for each phase of the application development.
Performance and load Testing	<ul style="list-style-type: none"> • MSP • The Purchaser/Third Party Auditor (to monitor the performance testing) 	<ol style="list-style-type: none"> 1. The MSP will need to conduct performance and load testing in production setup. 2. Various performance parameters such as transaction response time, throughput, hits per second and transactions per second etc. should be taken into account. 3. Load and stress testing of the UWIN platform will need to be performed based on volumes and sizing by the Purchaser. 4. The performance and load testing tools shall be provided by the MSP. 5. Test cases and test results to be shared with the Purchaser. 6. The Purchaser if required, could involve third party auditors to monitor/validate the performance testing. Professional fee for such auditors shall be paid by the Purchaser. 7. Performance testing to be carried out in the exact same architecture that would be set up for production 8. MSP is required to conduct performance tuning based on the performance testing outcome. <p>Note:</p> <p>Before Go-Live of the project, the MSP needs to complete load testing in the production environment in order to showcase the capability of the system to handle the volumes that are provided by Purchaser. In case the system fails to handle the expected load, the MSP will have to take corrective action (e.g. tuning of application/middleware, etc.) at no additional cost to the</p>

		<p>Purchaser and inform MoLE in case Infrastructure Ramp Up if required.</p> <p>This exercise would continue on a yearly basis from Go-Live. The MSP shall conduct predictive analysis to determine the volumes for next two years. MSP shall assure the Purchaser that the system is capable of handling the enhanced volumes. This load testing will not be allowed to be carried out in the production environment and the MSP needs to bear the costs involved. The Purchaser/Purchaser appointed agency will validate the test results.</p>
<p>Security Testing (including Penetration and Vulnerability testing)</p>	<ul style="list-style-type: none"> • The MSP • The Purchaser/Third Party Auditor (to monitor the security testing) 	<ol style="list-style-type: none"> 1. The solution should demonstrate compliance with security requirements as mentioned in the RFP including but not limited to security controls in the application, network layer, cloud environment, and security monitoring systems deployed by the MSP. 2. The solution shall pass vulnerability and penetration testing for rollout of each phase. The solution should pass web application security testing for the portal and security configuration review of the baseline infrastructure. 3. The MSP should carry out security and vulnerability testing on the developed solution. 4. Security testing will need to be carried out in the exact same environment/architecture as the one set up for production. 5. Security test reports and test cases should be shared with Purchaser 6. Testing tools if required, will have to be provided by the MSP. 7. During the O&M phase, vulnerability assessment and penetration testing will need to be conducted on a yearly basis. <p>The Purchaser may also involve third party auditors to perform the audit/review/monitoring of the security testing carried out by the MSP.</p>

User Acceptance Testing of Purchaser System	<ul style="list-style-type: none"> • The Purchaser or Purchaser appointed third party auditor 	<ol style="list-style-type: none"> 1. The Purchaser/Purchaser appointed third party auditor will perform User Acceptance Testing after each phase of application development and implementation. 2. The MSP will need to prepare the User Acceptance Testing test cases and share with the Purchaser. 3. UAT will have to be carried out in the exact same environment/architecture as the one set up for Production. 4. The MSP should fix bugs and issues raised during UAT and seek approval on the fixes from the Purchaser/Purchaser appointed third party auditors before production deployment 5. Changes in the application as an outcome of UAT shall not be considered as a Change Request. The MSP will need to rectify the observations raised. 6. MSP shall share UAT test data and results with the Purchaser.
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Note:

1. The MSP needs to provide the details of the testing strategy and approach including details of intended tools/environment to be used by the MSP for testing in its technical proposal.
2. The MSP must ensure deployment of necessary resources and tools during the testing phases. The MSP shall perform the testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing. It is the responsibility of the MSP to ensure that the end product delivered by the MSP meets all the requirements specified in the RFP. The MSP shall take remedial action based on outcome of the tests.
3. MSP shall share the test data and test results for each
4. All the Third Party Auditors (TPA) will be appointed and paid by the Purchaser directly. All tools/environment required for testing shall be provided by the MSP. The MSP needs to prepare and provide all requisite information/documents to third party auditor and ensure that there is no delay in overall schedule.
5. Post Go-Live, the Production environment should not be used for testing and training purpose. If any Production data is used for testing, it should be masked and it should be protected.

Detailed process in this regard including security requirement should be provided by the MSP in its technical proposal. The process will be finalized with the MSP and the Purchaser.

6. The cost of rectification of non-compliances shall be borne by the MSP.

4.3.1.6 Release Management

Release management procedure shall be defined in conjunction with the Purchaser to ensure smooth transition of the application changes from release environment to production environment.

As part of the release management the MSP shall perform the following activities:

1. MSP shall in consultation with the purchaser's group prepare a detailed release plan for every release. This plan shall include the release number and date of release. It shall also contain details about the change request to be released. This plan shall also detail the performance and regression testing details, if any, of the release.
2. The enhancements/new developments are released as and when ready for release. New releases or enhancements would be implemented in production as per the release management procedure only.
3. MSP shall group the related Change Requests (CRs)/ Major Change Requests (MCRs), assess their development progress and accordingly prepare a schedule for their release.
4. In addition to the planned releases, there could be emergency patches, leading to show-stopper situation, depending on the nature of the bugs/changes. The MSP shall support the Purchaser in ensuring seamless release of such emergency patches.
5. The MSP shall ensure closure of defects identified during the UAT /Testing stage.
6. The MSP shall submit Release Note and Deployment Manuals for every major release.

4.3.1.7 Go-Live Preparedness & Go-Live

1. MSP shall prepare and agree with Purchaser, the detailed plan for Go-Live (in-line with implementation plan as mentioned in RFP).
2. The MSP shall define and agree with Purchaser, the criteria for Go-Live and the timelines for the same.
3. MSP shall submit signed-off UAT report (issue closure report) ensuring all issues raised during UAT are being resolved prior to Go-Live.
4. MSP shall ensure that Go –Live criteria as mentioned in User acceptance testing of UWIN Platform is met and MSP needs to take approval from Purchaser team on the same.
5. Go-live of the application shall be done as per the finalized and agreed upon Go-Live plan.

4.3.1.8 Go Live Pilot phase

With respect to Go Live Pilot phase, the application shall be used to onboard Converged PMJJBY Scheme using Aadhaar seeded Unorganized Worker Database already in place in the state of

Andhra Pradesh AP). The AP UW Database has also used SECC as base database and carried out door-to-door enumeration for validation and updation of the data available. This database shall be used to test how UWIN database can be linked to state databases where a mature system is already in place and the state may continue to use their own portal. A unique UW Identification Number shall be linked to each of the UW profile existing in the state portal.

During the pilot phase the portal shall also be used to onboard sample database size of 20,000 enrolments in (i) semi urban, and (ii) rural areas (10,000 each) each which does not have an existing portal and would have to completely shift from offline mode of registration and data management to the UWIN portal or move from a rudimentary online system to UWIN.

MSP is expected to onboard both these types of states and carry out training/capacity building exercises for the state representatives.

4.3.2 Deployment of UWIN Software Components

4.3.2.1 Data Analytics & Business Intelligence Solution

The MSP's Scope of work includes procuring, commissioning, configuration, implementation, integration, deployment, and maintenance of an enterprise level Data Analytics & Business Intelligence Solution. The Data Analytics and Business Intelligence Solution will however need to be made operational upon adequate data size being available in UWIN database. Tentatively, this shall commence approximately 6 months from the Go-Live date or once a minimum number of states as decided by the Purchaser have been on-boarded onto the system and have shared data of 3 months.

1. The vast amount of data shall be generated in UWIN Platform including welfare fund usage, scheme information, and demographic information. Over a period of time, this data will be accumulated to provide a wealth of information for useful analysis to bring out interesting patterns and exceptions. It is desirable to make use of an appropriate business intelligence system to analyze and correlate the data and generate reports in various forms, which would provide necessary inputs and help in analyzing unorganized worker data and tracking migration patterns to improve beneficiary identification, scheme implementation and benefit delivery.
2. Fraud and abuse in the unorganized workers welfare schemes may occur in many different ways, including and not limited to - identity theft, billing for unnecessary services, duplicate submission of a claim for the same scheme etc. This solution shall also be used for detecting and identifying patterns of fraudulent and suspicious behavior not otherwise easily detected.
3. MSP shall implement a robust Data Analytics & Business Intelligence (BI) system which would include the following.
 - a. Data extraction, transformation & loading
 - b. Data-warehousing and Advanced analytics
4. Following are the features that are expected to be implemented by MSP as part of this system:
 - a. Building the data warehouse landscape and BI reporting based on data captured
 - b. Analytics (predictive modelling based on structured and unstructured data)
 - c. Reporting system with visualization, dynamic/ad-hoc reporting, slicing and dicing capabilities.
5. The MSP shall carry out a detailed requirement gathering exercise upon award of the contract to review the data analytics requirements.

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6. The MSP shall produce a detailed functional specifications and design specifications, including detailing the data analytics solution to be developed, system architecture design, design principles/considerations, etc.
 7. The MSP shall also perform the following:
 - a. Propose, design and implement an integrated Data Analytics & Business Intelligence solution
 - b. Quality assurance test for Data Analytics & Business Intelligence solution
 - c. Provide documentation for Data Analytics & Business Intelligence solution
 - d. Perform integration with internal & external systems' data sources for Data Analytics & Business Intelligence solution
 - e. The solution must have self-service client services such as system and data status dashboards, electronic data dictionaries, and manual data upload.
 8. Purchaser shall prescribe reports to be developed which will be identified at requirements stage or during operations phase.
 9. The solution should allow Purchaser to customise notification of certain indicator that Purchaser is interested in to trigger activities/actions. The solution should have a user interface to extract data based on the data required for self-analytics and report generation. The solution should also allow for ad-hoc queries for quick access to real time information and allow users to put in parameter to view the data from different perspectives
 10. The solution shall allow States to extract and download data for their specific States on the need basis in a specific format to perform analysis on their own system.
 11. MSP has to prepare detail requirements around reports and also study UWIN KPIs to define required reports, analytics capability to meet the Purchaser's business needs.
 12. A scheduled (weekly, fortnightly, monthly, quarterly, yearly) reports needs to be extracted based on the agreed format and quantum and submitted to the Purchaser.
 13. MSP shall impart training to the stakeholders as defined in the training section.
 14. The license of the proposed product should be an enterprise level on perpetual basis in name of Purchaser.

4.3.2.2 Document Management System

The MSP's Scope of work includes procuring, designing, implementation, integration and maintenance of an enterprise level Document Management System (DMS). The license of the proposed product should be an enterprise level on perpetual basis in name of Purchaser.

Key capabilities required from a DMS are:

1. Usability & Storage

- Add files from external sources
- Includes an automatic or easy way to back up and restore data. Save files to a cloud server that can be accessed at any time, or allows to download them onto an external hard drive, flash drive or CD.
- Scan and import existing/submitted paper documents (400 dpi)
- Upload and store files on cloud servers that can be accessed from any web-enabled device. Not only does it back up files to a secure location, but it also gives a place to house large quantities of files without eating up disk space.

2. Management Tools:

- Convert electronic documents into PDFs for easy distribution and viewing so that all parties, regardless of which hardware or software is used, can open, view and share files.
- Grant various users different access rights based on their role.
- Share documents among different users through user-defined processes. The application alerts users when a document is in their queue for review, editing, approval or completion.
- Has optical character recognition (OCR) capabilities, i.e. when documents are scanned into the software it will convert it to electronic text for editing.
- Automatically update and track versions of the same document so that users are using the most up-to-date copy of a document.
- Combine or split PDF files
- Allows several users to access the document database.

3. Integration

- Works with email clients to save emails, contacts or appointments
- Opens and saves Word, PowerPoint, Excel and other Microsoft Office products so that document creation and editing are done inside the native software application.
- Syncs with smartphones or tablets so that files can be viewed, edited or uploaded from mobile devices.
- Integrates with an external customer relationship management or enterprise resource planning database.
- Supported on leading OS and Browsers.

The license of the proposed product should be an enterprise level on perpetual basis in name of Purchaser.

Note: If any physical copies of documents are collected, the storage and management of the same shall rest with State Governments and their respective departments.

4.3.2.3 Customer Relationship Management (CRM)

UWIN intends to create and maintain a common CRM platform to log queries from users of UWIN platform including beneficiaries, Centre/State users, Worker Facilitation Center operators, Door-to-door enumerators etc. across all States. The CRM Solution shall be used to manage all user interactions with UWIN and also act as a repository to be used for analysis of feedback and grievances.

The MSP's Scope of work includes procuring, designing, implementation, integration and maintenance of an enterprise level Customer Relationship Management (CRM) Solution/ Product. The license of the proposed product should be an enterprise level on perpetual basis in name of Purchaser.

The detailed requirements related to CRM are listed below.

A single view of the customer experience and history (customer data integration). The System shall be designed to give a single view of all interactions with a resident for the past 6 months.

Key CRM Requirements

Requirement ID and Title	Description
REQ_1	A single point of contact for services and business operations queries and technical calls. The system shall be designed to serve as a single platform for all interactions.
REQ_2	The CRM solution must provide for logging of calls, categorization, ticket generation, status tracking and resolution time tracking.
REQ_3	The CRM solution must be integrated with UWIN platform to access information of beneficiaries, schemes and unorganised workers.
REQ_4	The CRM solution shall maintain history of queries of and shall also obtain data from relevant databases securely using Secure HTTP or a better solution.
REQ_5	CRM solution should be integrated with Document Management System (DMS)

REQ_6	The CRM solution shall be integrated with IVR/Voice, SMS Gateway, USSD Gateway, Email, and FAX for both inbound and outbound communication.
REQ_8	CRM solution should be integrated with BI & Analytic tool to send the data for reporting and analytics.
REQ_9	Real-time decision support (analytics) to understand nature of inquiries and complaints and customize responses and interactions accordingly
REQ_10	The CRM solution shall support relevant screen pop-ups, to the helpdesk/contact centre agent along with the details of the previous calls during the last 30 days.
REQ_11	The CRM solution should support call routing functionalities.

1. The CRM solution shall provision for both inbound and outbound channel support with associated technologies as mentioned below:
 - a. CRM (product)
 - b. IVRS
 - c. ACD
 - d. CTI
 - e. Call logger
 - f. Quality Management System
 - g. Email response system
 - h. Reporting systems
2. For queries which cannot be answered using a pre-defined script, the query shall be logged in the CRM and track them to resolution.
3. The CRM solution proposed must have provision to create and maintain knowledge bases to assist helpdesk and contact centre users, thereby enabling them to resolve the queries faster and being effective in problem diagnosis, trouble shooting and resolution.
4. The CRM shall provide analytics services to reduce queries & grievances and improve quality of service by the contact center. Examples include: root cause analysis of top 10

queries/complaints across regions, early detection of issues, number and type of calls by the users in the last 6 months, etc.

5. The CRM solution shall also measure performance indicators and SLAs for contact center and contact center agents. Some examples of the measurements are
 - a. Response and Resolution times for grievances
 - b. Average Handling Time (AHT) and
 - c. IVRS Efficiency
 - d. First Time Resolution (FTR)

4.3.2.4 Enterprise Middleware (Enterprise Service Bus) /API Gateway

The MSP's Scope of work includes procurement, configuration, implementation, integration, deployment, and maintenance of Enterprise Middleware/API Gateway

Multiple applications & their corresponding data would need to be integrated using a service oriented architecture (SOA) approach, where business services are exposed as application services as open/internal API's. These API's would need to be hosted on a common middleware for both internal consumption (Enterprise Service Bus/internal Gateway) and external consumptions (Open API Gateways). Besides this bulk data transfers using ETL/ELT would also be needed.

The key features of Enterprise Middleware/API Gateway include but not be limited to:

1. Web services using SOAP /REST
2. APIs that are published by external systems.
3. Usage of adapters such as SOA, CRM adapters
4. Feed based integrations and data extraction tools for integration of data sources to data warehouses/data marts for Analytics.
5. All data transfer to happen through APIs, File transfer mechanism is not encouraged
6. App signature authentication will be through the license key + time stamp + app version and other meta data
7. All the APIs would be stateless in nature, thus easy to load balance, even if hit through portal is very high and this requires high end processing.
8. The API Platform should be allowed to manage all your enterprise initiatives from a single solution.
9. The API platform should support existing APIs and developer preferences and provide the following transformations: and developer preferences

10. The API Platform should provide clustering and ensure reliability, scalability and single point of administration
11. The API Platform should provide for enterprise grade encryption
12. The API platform should provide secure access to all APIs and provide all of the following forms of authentication, access control and certificate/credential support
13. The API platform should provide comprehensive threat protection for all API traffic.

4.3.2.5 Identify & Access Management

The MSP's Scope of work includes procurement, configuration, implementation, integration, deployment, and maintenance of Identify & Access Management System

An Identity and Access Management system (IAM) is a system which automates the management of identities, accounts, entitlements and credentials. These artifacts are managed where they already exist, on one or more account repositories. Automation in the context of IAM refers to the execution of clearly defined business processes, which have inputs -- data feeds or user requests; implement policies; execute workflows to interact with people and have outputs -- integrations to account repositories.

Key Capabilities of IAM shall include:

1. Self Service to users to change their information
2. Provisioning of different types of users to different applications
3. Enforce access policies of users to different applications in a controlled way
4. Reporting and Auditing of user activities.
5. Single Sign on

4.3.2.6 Additional Scope for the MSP

The minimum specified scope of work to be undertaken by the MSP for is mentioned below:

- a) Finalize the deployment architecture/layout with the Purchaser
- b) Finalize the cloud infrastructure sizing in consultation with the Purchaser (Initial sizing to be a part of the technical solution of the bidder proposed as part of Technical Bid). The cloud infrastructure procurement and management shall be the responsibility of the Ministry of Labour.
- c) This implementation shall comply with all the functionalities stated in the Functional Requirement Specifications (FRS) 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 (error correction, patch management) for the same duration of support applicable for the overall solution.

- d) MSP should provide a dashboard to monitor RPO and RTO of each application and database. Dashboard should also clearly show the data replication process and any lag or failure in data replication should be notified through alerts to respective authorities.
- e) The Purchaser shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage for hosting UWIN applications.

Below are the products which needs to be provided by the MSP or the CSP:

Requirement	Responsibility
Portal	MSP
Web server	MSP
Application server	MSP
Database	MSP
Middleware	MSP
Operating System	CSP
EMS (Monitoring Tool)	CSP
Ticketing System	MSP
LDAP	MSP

4.3.3 Application Training and Capacity Building

The MSP will prepare a training portal as part of the UWIN Portal to provide training to all the Portal users.

The audience for the training includes the Central level user (MoLE), State level user, District level user, Field enumerator/operator, Workers Facilitation Centres , users from other ministries providing benefits to unorganized workers (MHRD, MoHFW, MSDE etc.).

It is likely that States would on-board the UWIN in a phased manner; for this reason, the MSP would need to provide training to the various States as and when they initiate the UWIN Platform within their state. States would nominate key personnel to get trained by the MSP, and these trainees would in-turn become trainers within their state. Master trainers from states will come to MoLE for training sessions. Similarly, states will also need to adopt the same model and identify master trainers from districts. The MSP will be responsible for the following set of activities:

1. Finalization of Training plan and strategy
2. Provisioning of Learning Management System (LMS)
3. Preparation of training material including Computer Based Trainings (CBTs) – audio/video, presentations, Functional flow documents, FAQs, etc. and periodic updates to these artifacts for following stakeholders –
 - a) MoLE officials, internal users, system administrators
 - b) State and District level users
 - c) Workers Facilitation Centres/Field Operators
 - d) Users from other ministries providing benefits (MHRD, MoHFW, MSDE etc)
4. One time classroom training for the following stakeholders:
 - a) MoLE officials and system administrators
 - b) State and District Level master users as and when they initiate the UWIN platform in their state; they in-turn would become trainers for their State. The MSP would primarily provide classroom training to the master trainers from the states and the central government. Training for other stakeholders and users of the system would be organized on a needs basis.
5. As and when required On-going classroom training for any of the stakeholders, subject to a maximum of 15 sessions per quarter for first 2 years and 10 sessions per quarter for next 1 year.
6. MSP should nominate personnel who have the right mix of technical and domain experience to impart the trainings.

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7. The MSP shall be required to provide trainings to State and District level users notified by Purchaser on time to time basis, with a batch size of min 5 persons.
 8. These trainings can be arranged any time after UAT till completion of 3 years operation & maintenance period.
 9. Based on targets identified, at least initial training session for all states are expected to be completed within 2 years from the date of commencement of the project.
 10. The Scope of Work that needs to be undertaken by the MSP for imparting training is given below. The proposed training module is expected to help the course takers and other stakeholders, including Purchaser's officials, to undertake their revised roles and responsibilities with ease and without any apprehensions.
 11. The MSP must assume the following responsibilities:
 - a. The MSP shall provide training to all the stakeholders in one batch per day (one day training). However, the training days can be revised by Purchaser based on requirement.
 - b. The MSP needs to conduct a 'Training Needs Analysis' (TNA) and impart training to the users as per groups defined above, according to their individual needs and requirements. The indicative training modules and training plan are enlisted below.
 - c. The schedule/training calendar and the training material for imparting training shall be developed by the MSP in consultation with the Purchaser. The MSP shall submit a softcopy (CD) and hardcopy of the training material to the Purchaser before every training session.
 - d. In case of modifications either in the Training Plans or substitutions of the regular trainers, proper correspondence with Purchasers team shall be made.
 - e. Training program shall be continuously monitored by purchaser so as to ensure quality standards of the training. It is the responsibility of the MSP to prepare a feedback mechanism (i.e., printed feedback forms) and get it filled by the participating batch and submits the same on a regular basis to Purchaser Team, along with assessment of the trainers themselves.
 - f. A detailed training schedule, including the dates, areas to be covered, time and the training literature (to be supplied by MSP) at various stages of the project cycle and feedback for effectiveness will be agreed to by all parties during the performance evaluation of the MSP as per the Contract.
 - g. Trainings shall be provided as per the training schedule provided by the MSP in consultation with Purchaser. The key training modules provided are indicative for reference of the MSP and detailed training plan has to be proposed by the MSP.
 - h. It is the responsibility of the MSP to prepare documents including user manuals, technical manuals, and administration manuals, and provide the same to the purchaser's

management team. The team will provide the necessary inputs for preparing the training material.

- i. Audio Visual Training system - The MSP is also required to provide Audio-Visual Trainings to the users for assistance in operating/navigating through the Portal. The modules/section wise training material, especially in form of Audio-Visual content or animation, apart from PDF version, have be uploaded in each module/sub-module/section of the portal which can be played at any given point of time through the browser. The users should find it easy to understand the process and functionality better by seeing the audio-visual training content for that specific module/sub-module/section and work accordingly as required.
- j. These Audio Visual clips will have the functionality to start, stop, pause, back and forward options, so that user can play the training content as per his own free will and requirement. All these specific module/sub-module/section wise audio-visual training content should be integrated to form a complete training of the portal, and uploaded on the portal for free access, download and ready reference.
- k. Online Help/Reference with Search option - It is also proposed that the training contents and user manuals will be made available to users in downloadable (PDF) format so that the users may refer/download it for their own personal reference as and when needed. It is required that the downloadable training content should have proper indexing and internal references, mapped with key words in order to allow any user to search and reach the desired content with the help of those key words. It is envisaged that any user will be able to search and read the directions/information for only the part required by him/her rather than looking through the entire PDF document and manually searching for the right content.
- l. On entering the key words for search criteria, the system should pull out and display the links to the content as mapped. This feature should be dynamic with real time search availability, i.e. as soon as the key words are changed; a new set of content links with page/chapter references within the document should appear for selection. Once the selection is made by the user, the system should display the PDF content.
- m. The MSP would also create a Help function on every screen of the UWIN Platform; any user would be able to click on the Help icon to get a pop-up help screen in a new window with instructions to describe the screen, along with search capability to search for more topics.
- n. The MSP will also provide training to those States that would choose to use the APIs of UWIN to build their own system within their respective states. The scope of this training will be specific to the functionality of the APIs provided only. The MSP would need to ensure that highly technically proficient trainers would train the State users regarding API functionality as this is a technically advanced topic.

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- o. As the knowledge and training of the APIs would create a gating factor for the State to integrate the UWIN Platform into their own state-run system, the MSP would provide this training within one month of the State initiating the request for the same. The MSP would ensure extensive API manuals to help the technical users and the State officials to use the APIs. The MSP would ensure that the training manuals for APIs are kept current at all times. In case there are new functions added to the API functions, the MSP would update the manual for the same.
 - p. The MSP needs to ensure that all printed training material would be in Hindi and English. The training material will be made available in English and Hindi language. States can convert the training material further to support regional languages at their end.
 - q. The MSP would need to create Pilot training programs for a few states to solicit feedback and ensure that feedback is incorporated into the training material and the solution, before the final training is rolled out to all states and other stakeholders. For this reason all training materials must be ready at least one month in advance of the final date of delivery to ensure that the feedback from the pilot can be incorporated into the training material.
 - r. The MSP would need to bear the costs of all training held to coach the State representatives. Training would mostly be conducted at the purchaser premises at New Delhi. However, when the need arises, the MSP may need to train the project stakeholders, both at central and states on requirement basis.
12. Before commencing training, there are certain pre-requisites which all master trainers and end users have to fulfil. The pre-requisites are as follows:
- a. The master trainers and all participants should mandatorily have a valid Aadhaar number and his/her mobile number should have been updated in Aadhaar. All trainers and participants must also have a valid email ID.
 - b. In order to access the beneficiary registration & validation application, states would arrange for tablets/mobile for of the master trainers with SIM based Internet connectivity (2G/3G/4G) with the specifications shared with states.
 - c. States will also ensure that at the time of state trainings, all participants have the requisite devices as per specifications and their mobile number is updated with Aadhaar.
 - d. States will ensure that all requisite infrastructure viz. desktops/laptops, uninterrupted internet connectivity, etc. is available at all training locations.
13. Apart from application trainings for various users, workshops would need to be organized by the MSP in consultation with Purchaser and the duration for these workshops will be half day/full day each. For example workshops with State Labour Secretaries/Commissioners which will cover scheme details and roles and responsibilities assigned with every user. Any other workshop as required by Purchaser will need to be organized by the MSP.

4.3.4 UWIN Contact Centre & Technical Helpdesk Operations

The MSP is envisaged to have different roles at the state and central level. At the central level, MSP has to set up one centralized helpdesk and operations initially for a period of 1.5 years from the date of Go Live, while if the state decides to have the state contact centres those will be set up and managed by the state governments. However, the MSP will have to provide licenses for Customer Relationship Management (CRM) for both the central and state contact centres.

Contact Centre Responsibility Matrix.

Functions	Central Helpdesk	State Contact Centre
CRM (commissioning, licensing, configuration and integration)	MSP	MSP
Requirement Analysis and Planning	MSP	State Government
Requirement Analysis and Planning – Manpower	MSP	State Government
Facilities (physical space and IT infrastructure)	MSP	State Government
Manpower Deployment	MSP	State Government
Helpdesk Contact Centre Operations	MSP	State Government
Training	MSP	State Government
Reporting	MSP	MSP
Audit	Third Party	Third Party

4.3.4.1 Requirements for Centralized Helpdesk

The MSP shall setup and operate a **40 seater centralised helpdesk** for UWIN platform for a period of 1.5 years (initially) from the date of Go Live.

1. The help desk will primarily handle technical queries of UWIN users.
2. MSP shall follow the implementation plan for the helpdesk launch as specified in the project timelines.
3. The help desk shall be set-up at the premises of MSP

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4. Helpdesk is required to ensure that users can log calls and complaints for any technical issues they face while using the UWIN Platform.
 5. Help Desk to have Interactive Voice Response (IVR) system for first level of call segregation.
 6. MSP shall deploy helpdesk application accessible to all users through the UWIN portal for logging issues.
 7. MSP to provision for both inbound and outbound calls. Outbound calls would be required to provide update/status to limited number of end users as per SOPs.
 8. The help desk will serve as single point of contact for reporting/resolution of all tickets (queries, errors, incidents, issues either application or infrastructure or operations related).
 9. Linkage with State Helpdesks/Contact Centre: In case the State(s) and UTs decide to have a contact centre these shall operate helpdesk in local language for users of their respective State(s). In case the call cannot be closed by the state, UTs help desk, the same will be logged with the help desk of UWIN Platform by the respective official. The UWIN Platform help desk will then resolve the issue and communicate the same to the relevant state help desk. This requirement and workflow should be provisioned in the proposed help desk system.
 10. The MSP shall setup all the infrastructure required for the operations of the help desk
 11. The MSP is required to meet the SLAs for CRM uptime.
 12. The helpdesk should undertake the following activities:
 - a) Log user calls under the scope of work and assign a unique ID
 - b) Every call received/done from the helpdesk must be recorded against the respective ID
 - c) Assign severity level to each call
 - d) Track each call to resolution
 - e) Escalate the calls, if necessary, as per the defined escalation matrix
 - f) In case of any further query/grievance/any other request, the same must be intimated for future tracking purposes
 - g) Accept feedback from callers
 - h) Analyze the call statistics
 - i) Creation of knowledge base on frequently asked questions to aid users
 13. To ensure service quality, central government may appoint a third party auditor for regular audits, random audits and call barging.

4.3.4.1.1 Estimation and Sizing

The MSP must provide the following:

S. No	Parameter	Estimated size
1	Number of Users	
2	Peak calls per day	
	Number of calls per day	
	Number of calls per minute	
3	Ratio of calls per agent per day	

4.3.4.1.2 Key Features

Features	Specifications
Languages supported	Hindi and English
Operations	- 7 Days a week - 9 AM Till 6 PM
Accessibility	Accessible through a Toll Free Number provided by MSP
Quarterly Review	Quarterly review of call volumes and number of seats required to provide services
Call Type	Inbound - The inbound calls would include technical, IT related call as well as functional/process related calls from UWIN users. The mode of inbound calls should support over Voice, Web portal, Email, etc. Outbound - The Outbound interactions could be used to respond to queries/grievances of stakeholders not hitherto resolved earlier or for pro-actively obtaining feedback on services delivered. It shall include but not limited to calls to ticket requesters, calls to other stakeholders

4.3.4.1.3 Selection and Deployment of Manpower

1. The MSP is responsible for selection and deployment of skilled and qualified manpower required for running the helpdesk.
2. Minimum Manpower Profile – Manpower deployed by MSP for Helpdesk should comply with minimum qualification as mentioned in following table:

S. No.	Position	Minimum Qualification
1	Customer Service executive (CSEs)	<ul style="list-style-type: none"> • Minimum 12th passed and pursuing graduation, preferably graduate or equivalent • Able to fluently speak, read and write in Hindi and English. • Able to communicate confidently and politely, with good speaking skills • Experience of at least 1 year in a Technical Helpdesk (L3) role
2	Team Leaders	<ul style="list-style-type: none"> • Must be a Graduate or equivalent • Able to speak, read and write in Hindi and English • Able to communicate confidently and politely, with good speaking skills • Experience of at least 3 years in a Call Centre/Technical Helpdesk role • Experience in coaching and developing skills of people • Effective problem-solving and decision-making skills

3. Manpower profiles could be audited by Purchaser at any time with/without any notice.
4. MSP shall submit an undertaking with the periodic invoice declaring the compliance to minimum manpower profile.
5. The Helpdesk will be managed through the ITIL process.

4.3.4.1.4 **Training**

1. Considering the nature of the services, training is an important aspect for the smooth functioning of the helpdesk. The MSP should make arrangements for imparting proper training in soft skills; call handling, exposure to related application, so as to prepare the technical helpdesk/contact centre executives to answer different types of queries.
2. The purchaser shall assist MSP in preparing training material (which can be further customized) for business related trainings.
3. MSP shall also prepare standard operating procedures with call prioritization guidelines, problem security codes and escalation procedures etc. in consultation with Purchaser.

4. MSP shall share training content and maintain liaison with State, UTs help desk as and when required.
5. The MSP should ensure that all the executives are put on actual duty only after providing them proper training on at least the following areas:

Training for Technical Helpdesk/Contact Centre operations

S. No.	Training Area	Responsibility
1	Soft Skills	MSP
2	Application (s)	MSP
3	Call Handling procedures	MSP
4	UWIN Platform business process related/scripts	MSP (with support from the purchaser) Note: For such training sessions, arrangement of logistics, travel, etc. for the MSP's resources shall be the responsibility of the MSP.

4.3.4.1.5 Provisioning of IT Infrastructure for Operations

The MSP should procure the contact centre facilities. MSP shall provision for Dialler and related hardware and network components for running the Contact Centre operations.

1. Helpdesk application (CRM):
 - a. MSP would provide and implement a comprehensive CRM solution
 - b. The software would maintain complete call history of all calls received at the contact centre
 - c. The contact centre executive would be capturing all the relevant caller information in this for recording communication and should be integrated with required UWIN applications etc.
 - d. The MSP shall provide the Purchaser with all the data of this application at the time of end of contract period. The formats can be industry standard formats e.g. MS Excel, csv or MS Access DB.
 - e. The CRM solution should support all the requirements of the Technical Support team
- 2. Toll Free Number:**
 - a. MSP shall purchase the two toll-free numbers, from two different operators, in the name of the Purchaser.
 - b. Both the numbers should be accessible from anywhere in India and from other network

operators also. Users should be able to dial these toll-free numbers from mobile as well as landline.

- c. MSP shall provide the PRI line(s) to route the toll free number(s)

3. Automatic Call Distributor (ACD):

- a. ACD distributes incoming calls to agents as they are received. It should have at least the following features:
 - i. System should be able to intelligently route the callers to agents based on their availability to take calls on first come first serve basis.
 - ii. Standard features like Call Transfer, Conference, Barge in, Dialed Number Identification Sequence (DNIS), Automatic Number Identification (ANI), Caller Line Identification (CLI) etc.
 - iii. System should announce the queue waiting time for the caller before getting attended by an agent
 - iv. System shall support the ability to play customized announcements per queue as defined by the administration.

4. Other Infrastructure, but not limited to, to be provided by MSP are:

- a. Call barging and recording software
- b. Helpdesk executives' computers, phone sets and head sets.
- c. Connectivity between Helpdesk & Primary Cloud Site and Helpdesk & Secondary Cloud Site

5. MSP shall ensure application required at the helpdesk is implemented and working successfully.

6. MSP shall ensure all other infrastructure requirement which include but not limited to:

- a. Desktop/laptop
- b. Headsets for helpdesk personnel
- c. Extension/telephone number for helpdesk
- d. Telephone equipment
- e. Internet Connectivity

7. MSP shall be responsible for all communication to user in terms of IT helpdesk features/call no. for helpdesk etc. through emails, notices, posters etc. and beneficiary/user queries and complaints.

4.3.4.1.6 Helpdesk Operations Audit

1. The central government may undertake a random audit. For this it may employ a Third Party Auditor.
2. All calls (both inbound and outbound) should be recorded. The call data from the voice logger should be kept in the system for 30 days. Central government might require the records to be kept for longer period of time.
3. If it is observed by the central government that a contact centre executive/team leader has misbehaved with a caller on telephone, or if complaint is received against any of the contact centre service executive/team leader or if his/her performance is found to be lacking, the central government may instruct the MSP to remove such person from contact centre.

4.3.4.1.7 Helpdesk Operations

Helpdesk would have following major activities and tasks:

1. Issues logged by users through Helpdesk should be accessed and serviced by the helpdesk personnel.
2. Track and route requests for service and to assist end users in answering questions and resolving problems. Assign severity level to each ticket as per the SOPs.
3. Acknowledgement should be sent to user along with service ticket number through an email immediately on call logging.
4. Routing the query received to the concerned team of the MSP for resolution of tickets (Issues that the helpdesk personnel are not able to resolve)
5. Escalate the issues/complaints, to Purchaser if necessary as per the escalation matrix.
6. Notifying users the problem status and resolution through the tickets over email & SMS.
7. All the issues on logging shall be assigned severity of issue. Basic guideline for assigning severity is as follows:

Severity	Definition
Severity 1	<p>Severity 1 problems are the ones which have a critical business impact. These problems will have any of the following characteristics:</p> <ul style="list-style-type: none"> • Entire or part of any service unavailable (including APIs) • Incorrect behavior of the system • Security Incidents • Data Theft/loss/corruption • Severe impact on customer satisfaction/Purchaser’s reputation – bad media publicity
Severity 2	<p>Severity 2 problems are the ones which have a significant business impact. These problems will have any of the following characteristics:</p> <ul style="list-style-type: none"> • The efficiency of users is being impacted
Severity 3	<p>Severity 3 problems are the ones which have a minimal business impact. These problems will have any of the following characteristics:</p> <ul style="list-style-type: none"> • No impact on processing of normal business activities. • A low impact on the efficiency of users

8. Every call received/done from the Helpdesk would be recorded in the Helpdesk application against the respective id.
9. Each call would have a unique identifier and in case there is any query/any other request, stakeholder shall be intimated about the call id for future tracking purpose.
10. To ensure Customer Service Quality, Purchaser shall conduct Regular audits, Random audits and call barging
 - a. Purchaser will do a random sample survey of calls on call quality as well as be involved into calls without prior notification. For this purpose administration level permissions to access all sub-systems/servers to monitor and generate reports including those required for cross-verification of SLAs and related payments will be provided by the MSP.
11. Helpdesk shall keep the user informed on various stages of resolution through email.
12. Even if the ticket is forwarded to external entity (Cloud Service Provider, OEM in case of Infrastructure Issue or a Product Related Issue), coordination between user and external entity would be maintained by helpdesk along with informing the user on call status.

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13. Incidents which are not meeting SLAs and which are exceptional in nature (highly critical, wider spread etc.) shall be escalated as per defined escalation matrix.
 14. Helpdesk should comply with SLAs applicable to them as mentioned in this RFP. Non-adherence to SLAs shall lead to imposition of penalties.
 15. Continuous Improvement:
 - a. Prepare Knowledge base for frequently reported problems along with the resolution steps/solutions and publish on the portal.
 - b. Publish and continuously update the knowledge base on the website that can enable user to find resolution without calling the helpdesk.
 - c. On a quarterly basis, MSP shall carry out the analysis of help desk tickets (open and closed) to identify the recurring incidents and conduct a root cause analysis on the same. MSP shall submit a report to Purchaser with the analysis and provide inputs to Purchaser on user training requirements, awareness messages to be posted on the portal, redesign recommendations and/or application enhancements (functional/design) based on help desk ticket analysis. The objective of the analysis should be to address the repeat incidents and enhance the delivery of services to the end users.
 16. MSP shall prepare and submit reports to Purchaser team as per the mutually agreed reporting structure. These reports shall include but not limited to the following:
 - a. Incident logs (category, severity and status of call etc.)
 - b. Incidents escalated
 - c. SLA compliance/non-compliance report with reasons for non-compliance
 - d. Problem management
 - e. Detailed analysis of the calls containing opportunities of automation, trainings, FAQs, etc.
 - f. Helpdesk reports, benchmarked against industry standards for similar application/environment.
 17. In response to the report, MSP needs to provide its capability of managing the IT helpdesk as a part of approach and methodology. Other key factors to be addressed will be as follows:
 - a. MSPs processes for IT helpdesk management
 - b. Key learning from similar previous experience
 - c. Escalation procedure for handling significant issues
 - d. Helpdesk staffing

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- e. Citations of managing IT helpdesk for application and other IT services
18. Helpdesk shall be responsible for coordinating with concerned vendor in case issues are pertaining to any external entity product/support including but not limited to:
 - a. Respective OEM team
 - b. Cloud Service Provider Support Team
 - c. End User Devices support provider
 19. Even if the call is forwarded to an external entity, coordination between user and external entity would be maintained by contact center along with informing the user on call status
 20. Helpdesk should comply with applicable SLAs, Non-adherence to SLAs shall lead to imposition of Liquidated Damages.
 21. MSP shall analyze all the incidents and provide a root cause analysis report on a periodic basis for all the recurring incidents. MSP shall ensure that resolution is provided for these problems by respective technical teams/vendors so as to prevent further issues due to the same cause. The report for the same should be submitted to the Purchaser.
 22. MSP shall conduct periodic employee satisfaction survey on helpdesk and ongoing support. Results of the same shall be shared with the Purchaser.
 23. During the ongoing support provided by the MSP, the purchaser may conduct periodic employee satisfaction survey. Based on the outcome of survey, the purchaser may request the MSP to modify or improvise the processes
 24. **Disaster Recovery and Business Continuity:** The MSP shall establish policies and procedures to be used for helpdesk systems in the event of a disaster to protect and ensure continuation of help desk services. An alternate facility has to be provided by the MSP that has the equipment and/or resources to recover the helpdesk business functions affected by the occurrence of a disaster as per the following:
 - a) At least 25% of the normal operational status has to be restored within first 24 hours of the disaster
 - b) Within 2 days from the day of disaster, the UWIN helpdesk should be operational with 50% operational status.

4.3.4.1.8 Reporting

1. Suitable reporting software should be available to generate standard report formats to measure/verify various SLAs, for monitoring the performance of agents, etc. MSP has to provide access for report viewing by the designated officers of the purchaser.
2. Reports should also be available as “On-Screen Reports” with the capability of exporting it to any user defined format such as word, excel pdf, etc. & print and email feature.

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3. The MSP and the purchaser will mutually agree on the format of the reports to be submitted by the MSP to the purchaser. If the purchaser requests the MSP to provide customized reports, the MSP will provide customized reports at no cost to the purchaser. In addition to others, the following reports must be provided by the MSP:
 - a) Reports based on time period
 - b) Type of grievances/queries/demand/analysis
 - c) Repeat request or complaints analysis
 - d) Call waiting time
 - e) Lost calls
 - f) Call time (Average Talk Time/Hold Time/Handle Time)
 - g) Hourly call details
 - h) Outbound report (Outbound Call Volume & durations)
 - i) Complaints pending for more than defined time period
 - j) Calls Handled
 - k) Abandoned Call Rate
 - l) Delay Before Abandon (Average/Longest)
 - m) Staffing related report
 - n) Other monthly MIS, SLA reports, number of agents logged in
 - o) Any other report as requested by the purchaser

4.3.4.1.9 Monitoring

1. A facility should be available for the purchaser's monitoring team, external and internal auditors to periodically inspect the functioning of helpdesk.
2. The monitoring team should be able to access all sub systems and records.
3. Additionally, it should be possible to remotely monitor performance on all SLAs/KPIs and also of all the applications provided by the system i.e. calls in queue, number of agents logged in, number of agents abandoned answered calls, query of the call logs of a particular customer etc. by designated Helpdesk Coordinator or Helpdesk in-charge.

As a part of the proposal, the MSP needs to provide a detailed approach for provisioning, running and maintaining the UWIN Helpdesk Operations as per the requirements specified.

4.3.4.2 Requirements for State Contact Centres

1. Each state government would be responsible for the set up and operations of a UWIN contact centre.
2. MSP shall be responsible for licensing, commissioning and integration of the CRM at State contact centres.
3. The State Contact Centres shall handle services, operations queries and complaints.
4. Services/operations queries/complaints may include:
 - 4.1. Beneficiary queries: registration issues, migration between states, etc.
 - 4.2. Legal concerns
 - 4.3. Grievance redressal of beneficiaries
 - 4.4. Undertaking business operations including awareness campaigns, and actively seek feedback
5. The state government will be responsible for handling and resolving services/operations queries/complaints.
6. The state contact centers shall also perform outbound calls to approximately 5-7 per cent of the beneficiaries on a random basis as a part of feedback mechanism to gain an understanding of the functioning of the scheme and the beneficiary experience.
7. The state contact centers shall also have access to the grievance management application to log grievances raised by the beneficiaries and other stakeholders of the UWIN Platform.

4.3.5 Operations & Maintenance

The MSP will operate and maintain all the components of the UWIN Platform for a period of 1.5 years from the date of Go-Live. During O&M phase, MSP shall ensure that service levels are monitored on continuous basis; service levels are met and are reported to Purchaser. After Go-Live, if any system/sub-system that is deployed during the O&M phase must be added in the UWIN Platform only after proper induction procedures are followed including hardening and security testing. MSP needs to implement suitable Performance Improvement Process (PIP) in the project. PIP program applies to all the processes of UWIN platform. MSP need to submit its detailed approach for PIP in its technical proposal. Every process and procedure implemented in UWIN platform must be reviewed and updated by MSP at least on annual basis from the Go-Live Date. All the manpower engaged for O&M support of the project should be citizens of India.

Some broad details of O&M activities are mentioned below:

4.3.5.1 Application Support and Maintenance

Application support includes, but not limited to, production monitoring, troubleshooting and addressing functionality/availability and performance issues and also implementing system change requests etc. The MSP shall maintain the application software in good working conditions; and perform changes and upgrades to the applications as requested by the purchaser's team. All tickets related to any issue/complaint/observation about the system shall be maintained in an ITIL compliant comprehensive ticketing solution. Key activities to be performed by the MSP during the application support phase are as follows:

1. Compliance to SLA

The MSP shall ensure compliance with SLAs as indicated in Section 8 of volume 1 of this RFP and any upgrades/major changes to the software shall be planned by the MSP while ensuring that the SLA requirements are met at no additional cost to the Purchaser.

2. Annual Technology Support

The MSP shall be responsible for arranging annual technology support to the Purchaser for the OEM products provided by respective OEMs during the entire O&M phase. It is mandatory for the MSP to take enterprise level annual support over the entire contract duration at minimum for the software(s) mentioned below:

- a. Database Management System
- b. Middleware
- c. Data warehouse
- d. Analytics tool
- e. CRM

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- f. Other components as defined in the RFP

3. Application Software Maintenance

- a. The MSP shall provide continuous and indefinite support through support team/telephone/E-mail/Video Conferencing/installation visits as required.
- b. The MSP shall address all the errors/bugs/gaps in the functionalities of the solution (vis-à-vis the FRS, BRD (Business Requirement Document) and SRS signed off) at no additional cost during the O&M phase.
- c. All patches and upgrades from OEMs shall be implemented by the MSP. Technical upgrades of installation to the new version, as and when required, shall be done by the MSP. Any version upgrades of the software/tool/application will be done by the MSP after seeking prior approval from the Purchaser and submitting the impact assessment of an upgrade as such.
- d. Any changes/upgrades to the software performed during the support phase shall be subject to comprehensive and integrated testing by the MSP in order to ensure that the changes implemented in the system meet the specified requirements and do not impact any other existing functions of the system. A detailed process in this regard will be finalized by the MSP in consultation with the Purchaser.
- e. An Issue log shall be maintained by the MSP for the errors and bugs identified in the solution as well as any changes implemented in the solution and shall be periodically submitted to the purchaser's team.
- f. The MSP will inform the Purchaser (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 Purchaser 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 by following defined processes at no additional cost.

4. Problem identification and Resolution:

- a. Errors and bugs that persist for a long time, impact a wider range of users and are difficult to resolve in turn lead to application hindrances. The MSP shall resolve all the application problems through implementation of the identified solution (e.g. system malfunctions, performance problems and data corruption etc.)
- b. Monthly reports on problems identified and resolved would be submitted to the purchaser's team along with recommended solutions.

5. Change and Version Control

All planned or emergency changes to any component of the system shall be carried out through the approved Change Management process. The MSP needs to propose and follow all such processes (based on industry ITSM framework) at all times. For any change, MSP shall ensure:

- a. Detailed impact analysis is conducted
- b. All Change plans are backed by Roll back plans
- c. Appropriate communication on change required has taken place
- d. Requisite approvals have been received
- e. Schedules have been adjusted to minimize impact on the Production environment
- f. All associated documentation is updated post stabilization of the implemented change
- g. Version control is maintained for all software changes

The MSP shall define the Software Change Management and Version Control Process. For any changes to the solution, the MSP has to prepare detailed documentation including proposed changes and impact to the system in terms of functional outcomes/additional features added to the system etc. The MSP shall ensure that software and hardware version control is carried out for the entire contract duration.

6. Maintain configuration information

The MSP shall maintain version control and configuration information for application software and any relevant system documentation.

7. Training

The MSP shall conduct trainings for the UWIN personnel whenever there is any change in the system functionality. All Training plans have to be mutually agreed on with the purchaser's team.

8. Maintain System documentation

The MSP shall maintain at least the following minimum documentation with respect to the UWIN Platform:

- a. High level design of the complete system
- b. Low level design for complete system/module design level
- c. Functional Requirement Specifications (FRS)
- d. System Requirements Specifications (SRS)
- e. Any other explanatory notes about system
- f. Traceability matrix

g. Compilation environment

The MSP shall also ensure that any software system documentation is updated with regard to the following:

- a. Source code is documented
 - b. Functional specifications are documented
 - c. Application documentation is updated to reflect on-going maintenance and enhancements including FRS and SRS in accordance with the defined standards
 - d. User manuals and training manuals are updated to reflect on-going changes/enhancements
 - e. Standard practices of version control and management are adopted and followed
9. All project documents need to follow a proper version control mechanism. The MSP will be required to keep all project documentation updated and ensure the updated project documents are submitted to the Purchaser by the end of next quarter in case of any change.
 10. 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.
 11. Any software changes required due to problems/bugs in the developed software/application will not be considered as part of change control and will have to be completed by the MSP at no additional cost (even if it requires any enhancements/customizations).
 12. Any additional changes required would follow the Change Control Procedure. Purchaser may engage an independent agency to validate the estimates submitted by the MSP. The inputs of such an agency would be taken as the final estimate for efforts required. MSP to propose the cost of such changes in terms of man month rate basis and in terms of Function point/Work Breakdown Structure (WBS) basis in the proposal.

4.3.5.2 Additional Scope for MSP

1. MSP is responsible for sizing necessary hardware and software licenses as per the performance requirements provided in the RFP.
2. The MSP shall ensure that the warranty complies with the agreed technical standards, security requirements, operating procedures, and recovery procedures.
3. The MSP shall introduce a comprehensive Assets Management process & appropriate tool to manage the entire lifecycle of every component of UWIN Platform.
4. User access Management- MSP shall be responsible for managing the user names, roles and passwords of all the relevant subsystems, including, but not limited to servers, other devices, etc. MSP shall be required to set up the directory server. Logs relating to access of system by administrators shall also be kept and shall be made available to Purchaser on need basis.

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5. Cloud Service provider engaged by Purchaser shall procure, install, maintain the Enterprise Management Tool which performs monitoring of servers, database, middleware, application servers, web servers, storage, backup to ensure their availability to Purchaser at all times. MSP will provide access to the ticketing system to Cloud Service Provider and will also integrate the EMS tool with Ticketing System for automation of the processes.

1. Database Administration

For UWIN Platform database shall be scalable, shall provide superior performance along with that enabled to handle large volumes of structured, semi structured and unstructured data.

- a. MSP shall be responsible for monitoring database activity and performance, changing the database logical structure to embody the requirements of new and changed programs.
- b. MSP shall be responsible for tuning of the database, ensuring the integrity of the data and configuring the data dictionary.
- c. MSP will follow guidelines issued by Purchaser in this regard from time to time including access of data base by system administrators and guidelines relating to security of data base.
- d. Database experts should follow the principle of segregation of duties to ensure no single DBA can update production data singularly.
- e. In addition to restrictions on any direct change in Data by any administrator, the Databases shall have Auditing features enabled to capture all activities of administrators.
- f. MSP is responsible for debugging Application – Database issues

2. Security Management

Performing security services on the components that are part of the Purchaser environment as per security policy finalized with Purchaser

- a. IT Security Administration – Manage and monitor safety of information/data
- b. Reporting security incidents and resolution of the same
- c. Proactively monitor, manage, maintain & administer all security devices and update engine, signatures, and patterns as applicable.
- d. Reporting security incidents and co-ordinate resolution
- e. Providing root cause analysis for all defined problems including hacking attempts
- f. Monthly reporting on security breaches and attempts plus the action taken to thwart the same and providing the same to Purchaser
- g. Maintaining documentation of security component details including architecture diagram, policies and configurations

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- h. Performing periodic review of security configurations for inconsistencies and redundancies against security policy
 - i. Performing periodic review of security policy and suggest improvements
 - j. Reviewing logs daily of significance such as abnormal traffic, unauthorized penetration attempts, any sign of potential vulnerability. Security alerts and responses. Proactive measures in the event a problem is detected
 - k. Policy management (firewall users, rules, hosts, access controls, daily adaptations)
 - l. Modifying security policy
 - m. Sensitizing users to security issues through regular updates or alerts - periodic updates/Help Purchaser issuance of mailers in this regard
 - n. Performing capacity management of security resources to meet business needs
 - o. Rapidly resolving every incident/problem within mutually agreed timelines

3. Other Activities

- a. MSP shall ensure that it prepares configuration manual for middleware, tools, and all equipment's and the same need to be submitted to Purchaser, any changes in the configuration manual need to be approved by Purchaser. Configuration manual to be updated periodically.
- b. MSP shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, and maintenance.
- c. MSP should carry out any requisite adjustments/changes in the configuration for implementing different versions of Application Software.
- d. Updates/Upgrades/New releases/new versions: The MSP shall provide from time to time the Updates/Upgrades/new releases/new versions of the software as required. The MSP should provide free upgrades, updates & patches of the software and tools to Purchaser as and when released by OEM.
- e. Software License Management: The MSP shall provide for software license management and control. MSP shall maintain data regarding entitlement for software updates, enhancements, refreshes, and maintenance.
- f. All other activities required to meet the project requirements and service levels.

It is responsibility of the MSP to scale up the Operations & Maintenance (O&M) team as and when required to ensure smooth project execution throughout the project duration. The basic expectations on profile of some key O&M positions are as given below:

S.No.	Role	Experience	Qualifications/Certifications/ Skills
1	Application support – L2/L3	> 5 years	<ul style="list-style-type: none"> • B.E./B. Tech/MCA • Expert in Database Technology and Administration • Experience in Middleware Technologies • Expert in Application Development and Testing • Experience in Application Support • Experience in Application Security and relevant tools • Good communication (written/Oral) • Experience in relevant tools & technologies
2.	IT security – L1	1-3 years	<ul style="list-style-type: none"> • Min. Engineering Diploma/B.Sc. for L1 • Engineering graduate/MCA for L2/L3 levels • Good communication (written/Oral) • Experience in Security management • Relevant certifications
3.	IT security – L2	3-6 years	
4.	IT security – L3	> 6 years	

4.4 Project Management & Governance

4.4.1 *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 Purchaser at the time of on-boarding. The final governance model needs to be approved by Purchaser.

4.4.2 *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 Purchaser'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:

1. Project Progress
2. Delays, if any – Reasons thereof and ways to make-up lost time
3. Issues and concerns
4. Unresolved and escalated issues;
5. Change Management - Proposed changes, if any
6. Project risks and their proposed mitigation plan
7. Discussion on submitted deliverable
8. Timelines and anticipated delay in deliverable if any
9. 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:

1. Module development status
2. Testing results
3. IT infrastructure deployment status
4. Status of setting up/procuring of the Helpdesk, etc.
5. Any other issues that either party wishes to add to the agenda.
6. Performance and SLA compliance reports;

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

4.4.3 *Project Working Group*

A project working group (PWG) will be formed at the start of the project. The PWG will, at the minimum, include a designated full time Project Manager from the MSP. It will also include key personnel from other relevant stakeholders including members from Purchaser's designated project team.

4.4.4 *Steering Committee*

1. The Steering Committee will consist of senior stakeholders from Purchaser, its nominated agencies and MSP.
2. 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.
3. 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.
4. 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.
5. Other than the planned meetings, in exceptional cases, Purchaser may call for a Steering Committee meeting with prior notice to the MSP.

4.4.5 *Project Monitoring and Reporting*

1. The MSP shall circulate written progress reports at agreed intervals to Purchaser and other stakeholders. These project status reports shall include progress against the Project Management Plan, status of all risks and issues, exceptions and issues along with recommended solutions etc.
2. Other than the planned meetings, in exceptional cases, project status meeting may be called with prior notice to the MSP. Purchaser reserves the right to ask the MSP for the project review reports other than the standard weekly review reports.

4.4.6 *Risk and Issue Management*

1. The MSP shall develop a Risk Management Plan and identify, analyze and evaluate the project risks, developing cost effective strategies and action plans to mitigate those risks.
2. The MSP shall carry out a Risk Assessment exercise and document the Risk profile of the project based on the risk appetite, and prepare and share the enterprise risk register. The MSP

shall develop an issues management procedure to identify, track, and resolve all issues faced on the project. The Risk management plan and issue management procedure shall be carried out in consultation with Purchaser.

3. The MSP shall monitor, report and update the project risk profile. The risks should be discussed with Purchaser and a mitigation plan should 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.

4.4.7 *Staffing Requirements*

1. Purchaser 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 Vol 2.
2. CVs of the key resources need to be submitted along with the proposal.
3. Please note that Purchaser shall require that all project related discussion should happen in Purchaser's office. MSP Centre team may need to travel to Purchaser's office for critical Project/Steering Committee meetings at their own expenses.

4.4.8 *Planning & Scheduling*

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 Purchaser at the start of the project and it should be updated every week to ensure tracking of the progress of the project.

The project plan should include the following:

1. The project break up into logical phases and sub-phases;
2. Activities making up the sub-phases and phases;
3. Components in each phase with milestones;
4. The milestone dates are decided by Purchaser 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.
5. Key milestones and deliverables along with their dates;
6. Start date and end date for each activity;
7. The dependencies among activities;
8. Resources to be assigned to each activity;

9. Dependency on Purchaser

4.5 Exit Management

1. The MSP shall submit a structured & detailed Transition and Exit Management plan along with the technical proposal.
2. The MSP needs to update the Transition and Exit Management on a half yearly basis or earlier in case of major changes during the entire contract duration. This plan needs to be discussed and approved by the Purchaser.
3. At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to the MSP's scope of work, the MSP shall ensure that a proper and satisfactory handover is made to the other agency.
4. All risk during transition stage shall be properly documented by the MSP and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption.
5. The MSP must ensure that no end of support products exist at time of transition.
6. The transition & exit management period will start 6 months before the expiration of the contract. The MSP will provide shadow support for at least three months and secondary support for an additional three months before the end of the O&M period or termination of the contract, as applicable at no additional cost to Purchaser. In case of termination, the exit management period will start from effective date of termination or such other date as may be decided by Purchaser but no later than 6 months from effective date of termination.
7. Closing off all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided to Purchaser.
8. The MSP shall provide necessary knowledge transfer and transition support. The deliverables are indicated below:
 - a. Updated transition plan on periodic basis
 - b. Complete documentation for the entire system handed over to the Purchaser /identified agency.
 - c. Handover of all AMC support related documents, credentials etc. for all OEM products supplied/maintained in the system.
 - d. Handover of the list of complete inventory of all assets created for the project.
 - e. Assisting the new agency/ Purchaser with the complete audit of the system including licenses and assets.

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- f. Detailed walk-throughs and demos for the solution.
 - g. Hand-over of the entire software including source code, program files, configuration files, setup files, project documentation, etc.
9. Knowledge transfer of the system to the incoming MSP to the satisfaction of the Purchaser per the specified timelines.
 10. The MSP shall be released from the project once successful transition is completed by meeting the parameters defined for successful transition

5 Implementation Schedule

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. The MSP has to ensure that all timelines are adhered to for successful rollout of the project.

5.1 Implementation and delivery timelines

Indicative Implementation Schedule

Stage	Activities/Task/Milestones	Time (in weeks)
Project Inception	Team mobilization, Deployment of key personnel and commencement of work	T+1
Documentation	<ul style="list-style-type: none"> Submission of a project plan covering all the phases Submission of project charter Risk management and mitigation plan Project Governance, Communication Plan & Escalation Matrix 	T+3
Design and Development		
UWIN Platform Implementation	Preparation & Submission of FRS & SRS	T+7
	High level design & low level design document	T+9
	Application and Solution Architecture Documents	T+11
	Deployment Architecture Document	T+12
	User Acceptance Test cases	T+13
	Functional Application Prototype	T+15
	Development and Testing of UWIN Platform	T+18
	User Acceptance Testing	T+20

	Closure on UAT observations from stakeholders	T+22
	Meeting the Go-Live Criteria as defined in the RFP 1) Migration of PMJJB Database to UWIN Platform 2) On boarding sample database size of 20,000 users in two areas, semi urban and rural(10,000 users each)	T+27
Load & Performance Testing	Setup of performance testing environment	T+20
	Perform performance testing	T+22
	Performance testing report and other tests	T+24
Training & Capacity Building		
Training	Preparation of training plan and strategy (for all stakeholders)	T+4
	Preparation of training material (CBTs, Presentations, documents, Help modules, etc.)	T+18
	Detailed training on functionalities of the application and the underlying technologies to Purchaser & other stakeholders	T+22
	Training completion report	T+24
Helpdesk		
Helpdesk Setup	Setting up of required infrastructure for Helpdesk	T+18
	Deployment and Training to the helpdesk team	T+20
	Go-Live of helpdesk	T+24
Go-Live		
Go-Live	Go-Live	T+27
Operations and Maintenance (Warranty support) for 1.5 years after Go-Live		

Processes as per ITSM standards for O&M of UWIN system	Setup Processes, procedures, Policy framework as per ITSM standards for UWIN O&M Set up	T+26
	Setup 4-seater Security Operations Centre (SOC)	T+35
	Process Audits (as defined in row above)	Ongoing (at least 1 audits per quarter)
Quarterly reports (within 2 weeks after end of every quarter)	SLA Compliance report	Ongoing
	Project Status Report	Ongoing
	Change Control Note and Report	Ongoing
	Issue/Incident reports	Ongoing

Note: For all the deliverables submitted by MSP, Purchaser will approve/reject/provide feedback to the MSP within seven (7) working days after submission of a deliverable.

6 Change Management & Control

6.1 Change Request

1. Due to the evolving nature of the project requirements and the complexity of the project, Purchaser recognizes that frequent changes may be required before, during and after rollout of the UWIN Platform. Purchaser also recognizes that these changes may require modification to the software, infrastructure and underlying processes and may thus have a financial impact.
2. MSP is required to work with the Purchaser to ensure that all changes are discussed, managed, and implemented in a constructive manner.
3. One of the key requirements is that the MSP will be responsible for providing portal availability according to defined service levels. This responsibility includes responsibility to implement upgrades, enhancements, extensions and other changes to the software application in order to maintain and extend reliable services and service delivery mechanism.
4. This section describes the procedure to be followed in the event of any proposed change to the scope of work and SLAs. Such change shall include:
 - a. Requests for requirements changes (additions, deletions, modifications, deferrals) in Scope of Work (including software)
 - b. Reports for resolving the problems in current production systems
 - c. Requests for enhancements in current production systems
 - d. Requests for new development projects
5. The Change Control process applies to base-lined work products created or managed by the members of the UWIN project. The Change control process excludes any work products that are still under development.

6.2 Purpose and Objective

The purpose of the Change Request procedure is to control changes to the UWIN System environment throughout the UWIN system solution. The Change request procedure has the following objectives:

1. To protect the UWIN System environment from uncontrolled changes.
2. To minimize the occurrence of unintended affects during the implementation of necessary changes.
3. To avoid implementation of any changes which is not reviewed, approved or analyzed.

4. To control the impact of changes and minimize the effect on effective as well as efficient service delivery.
5. MSP will implement a Change Control system that will facilitate and maintain all records pertaining to Change Control.

6.3 Institutional Framework for Change Requests

Given below is the overall Institutional Framework required to be setup for the project:

Role	Description
Change Advisory Board (CAB) Chairperson	<ul style="list-style-type: none"> • Chairperson of the change advisory board; • Purchaser employee or Purchaser nominated individual; • Final decision-making authority if CAB does not reach an agreement; • Deputes a member from the Board to be the evaluator for each change request • Deputes additional member (part of MSP team) to be the modifier for each approved change request
Change Advisory Board	<ul style="list-style-type: none"> • Constitution of Change Advisory Board (CAB): <ul style="list-style-type: none"> ○ Purchaser ○ MSP ○ Other third party agency nominated/engaged by Purchaser • CAB decides whether to approve or reject proposed changes for a specific project • Authorized to review, approve and schedule all changes to the computing environment including software • Decision of CAB will be final and binding on all parties involved
Evaluator	The person whom Purchaser asks to analyze the impact of a proposed change
Modifier	The person who is assigned responsibility for making changes in a work product in response to an approved change request; updates the status of the request over time
Originator	The person who submits a new change request

Verifier	The person who determines whether a change was made correctly
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Purchaser may constitute a Change Advisory Committee (CAC) to handle minor Change Requests (pre-defined by Purchaser). This will be headed by a Purchaser official and will include members of the MSP and other third party agency nominated by Purchaser. It will follow the processes similar to the Change Advisory Board, but will be focusing only on minor Change Requests.

6.4 Process, Timelines and Responsibility Center

The entire change request process will be implemented as mentioned below. The proposed timelines for each steps/activity and the corresponding responsibility center is also shown in the table below:

S. No.	Process	Timelines (Weeks) (Development phase/O&M phase)	Responsibility Center
1.	Authorized official from the CAB/ Purchaser (Originator) requesting a change will initiate a request in the Change Management System using his/her credentials.	Immediate	CAB/ Purchaser
2.	Once the Change request is submitted in the system, an email will automatically be triggered to: a) CAB members b) Purchaser Project Manager c) MSP Program Manager	Immediate	System
3.	Purchaser will evaluate the change request report for risks, process of evaluating & implementing change, time required for completing the change(s) and any other additional requirement/information needed to clarify the Change requested; and will provide the recommendations in the change request module by logging with	1 day/1 week	Purchaser

	their credentials.		
4.	MSP will be required to study the Change requested and log in their queries/suggestions on the requested change. This will be done by the authorized representative of the MSP in the Change Request Module.		MSP
5.	Purchaser will discuss and provide adequate responses to the queries/suggestions from the MSP on the requested change. CAB will further decide on the responses to the queries/suggestions and log the final decision in the system.	1 day/1 week	CAB
6.	Based on the responses provided by CAB, MSP will prepare and submit a techno commercial proposal.		MSP
7.	a) The MSP will submit their Techno Commercial proposal through the Change Request system. b) After submission, an email will be auto triggered to Purchaser designated official along with a copy to all the CAB committee members.	1 day/3 week	MSP
8.	a) Purchaser will evaluate the techno commercial proposal submitted by MSP and provide the recommendations to CAB. b) CAB will review the evaluation and decide on the final status. This will be logged in the change request module by authorized representatives.	2 days/2 weeks	CAB/ Purchaser
9.	a) If CAB does not approve the proposal		CAB/ Purchaser

	<p>in its entirety, then CAB 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>b) Based on the negotiation, Purchaser will submit the final recommendation to CAB and log the decisions in the change request module.</p> <p>c) If CAB approves the proposal in its entirety the Change request sign-off between CAB and MSP will be initiated.</p>		
10.	<p>During Sign-off, the form will be printed, with all supporting annexure as logged in the system. The authorized signatory from CAB 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 CAB. This form will be signed in two copies; one for the MSP and other for CAB.</p>	Immediate	CAB/MSP
11.	<p>MSP will then initiate the change following a standard predefined procedure along with proper documentation at each stage.</p>	As required/agreed	MSP
12.	<p>Once the Change is completed as per agreed timelines and specifications, CAB representatives and/or Purchaser will do the User acceptance testing and auditing respectively to provide comments/recommendations to the committee members.</p>	2 days/1 week	CAB/ Purchaser

13.	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 CAB 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.	2 days/1 week (as required)	CAB/MSP
14.	MSP will deploy the changed solution and notify CAB.	1 day/1 week	MSP
15.	Purchaser will finally review and confirm the deployed solution as per agreed standard, specifications and requirements, and provide status to CAB.		Purchaser
16.	A final sign off will be done on the 'Change Request Evaluation & Finalization' Form and completion Certificate will be issued to the MSP by CAB. A copy of this completion certificate will have to be submitted to CAB along with the invoices for this change implementation.	Immediate	CAB

Note:

1. The timelines mentioned in the table above are indicative and would be dependent on the phase of the project.
2. During development and implementation phase, the timelines are stringent and indicated above. These will be further evaluated during the project initiation. Purchaser will provide the timelines to be followed during the development and implementation phase that will be binding on the MSP.

6.5 Proposed Categories of Change

1. Application Software

a. Description

Change request for any new module/change in module/functionality/Process re-engineering etc., any new services and any new forms, etc.

b. Method of Evaluation

Man-months

c. Documents Required

- i. Detailed Project Plan
- ii. Effort Estimates (Module wise/Process wise/Screen wise, as applicable)
- iii. Resource Deployment Plan/Types of Resources
- iv. Resource Plotting Sheet
- v. CVs/Profiles of Resources (if required)
- vi. Techno-Commercial Proposal

2. Infrastructure procurement

a. Description

Additional computing resources as per Purchaser application scalability requirements

b. Method of Evaluation

Actual Cost (Prevailing Rate contract)

c. Documents Required

- i. Quantity (BoM) to be shared with Purchaser
- ii. Specifications of the Systems required
- iii. Software Licenses, if any
- iv. Warranty & Support services details
- v. Any other details as applicable

3. Helpdesk/Call Center Facility

a. Description

Additional manpower/seating capacity, based on call volume

b. Method of Evaluation

Per seat Cost

c. Documents Required

- i. Call Volume analysis/report
- ii. Resource Deployment Plan/Types of Resources
- iii. CVs/Profiles of Resources (if required)
- iv. Techno-Commercial Proposal

Note: The details of description and the documents required provided above are only indicative and these may be changed as per directions from Purchaser.

6.6 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 the following parameter, namely 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 Purchaser 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 CAB 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 Purchaser.
5. On receiving any Change Request from CAB, the MSP must submit its proposal with all the required information in the prescribed format for CAB's perusal within defined number of working days.
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 liquidated damages will be levied on the MSP. MSP must not deny the implementation of any Change requested by CAB under any circumstances, unless technical feasibility is in question. In all such matters, Purchaser's decision will be final and binding on all parties.
7. The change request should be categorized as simple, medium and complex change. The MSP must provide the list of deliverables within timelines.

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8. The acceptance criteria for any such ‘Change’ will remain the same as described in the RFP with respect to the performance and quality parameters.
 9. The final sign-off and “Acceptance Certificate” would be provided by CAB. CAB will in all such cases revert within predefined number of 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 liquidated damages will apply on the MSP. In case there is no response from CAB within the prescribed time duration the said implementation will automatically be deemed accepted.
 10. 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, CAB 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, CAB 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 CAB will be final and binding on all parties.
 11. If CAB gives any new requirement or change request, the MSP should follow the change management procedure to implement the change on additional payment basis.
 12. It is proposed that the prevailing rates for all kinds of change, as and when initiated by CAB will be taken into consideration and the proposals accordingly evaluated. In all such matters the decision of the CAB will be final and binding on all parties.
 13. During the project, there may be requirement of development changes in any of the software for UWIN platform. The MSP should build in additional fifteen percent (15%) of effort of line items (1A+1B) of 8.3 Capital Expenditure – Schedule A in Commercial Proposal of Volume 2 of RFP, which MoLE shall be free to use for implementing changes in the agreed scope. The deployment of resources would also be in line with the respective resource deployment plan of the UWIN implementation phase (Section 7.8.1 Resource Deployment Plan-UWIN implementation phase). This may be used at any time during the Operations and Maintenance phase of the project. The procedure for approval will have to mandatorily go through the change management cycle and approved by the Change Advisory Board. The deployment schedule of these resources shall be mutually agreed between MoLE & the MSP.

7. Payment Schedule

7.1. Payment Schedule for UWIN Platform

Stage	Activities/Task/ Milestones	Time in weeks	Deliverable	Payments
Project Inception	Team mobilization, Deployment of key personnel and commencement of work	T+1	Team mobilization and Project Kick-off	None
Documentation	Project Planning Documentation	T+3	Submission and acceptance of project plan covering all the phases, project charter, Risk management and mitigation plan, Project Governance, Communication Plan & Escalation Matrix Presentation on the above	10% of Contract Value for Implementation Phase
Design and Development				
UWIN Platform Implementation – Stage I	Preparation & Submission of FRS & SRS	T+7	Submission and acceptance of Functional Requirement Specifications, Software Requirement Specifications (SRS),	10% of Contract Value for Implementation Phase
	High level design & low level design document	T+9	Requirements	
	Application and Solution Architecture Documents	T+11	Traceability Matrix (RTM), High Level	

	Deployment Architecture Document	T+12	Design (HLD), Low Level Design (LLD), Application Architecture, Solution Architecture and Deployment Architecture Document	
	User Acceptance Test cases	T+13		
	Functional Application Prototype	T+15		
			Presentation on the above	
UWIN Platform Implementation – Stage II	Development and Testing of UWIN Platform	T+18	Development Status Review	18% of Contract Value for Implementation Phase
	User Acceptance Testing	T+20	Submission and acceptance of Test Plan, Test Strategy,	
	Closure on UAT observations from stakeholders	T+22	Test Design, Test Case Specification,	
			Test Execution Summary Reports, Defect Reports, Test	
	Setup of performance testing environment	T+20	Analysis & Risk Assessment, User Acceptance Reports	
	Perform performance testing and other tests	T+22	Test Log & Test Data, Deployment manual,	
	Secure Code Review	T+23	Interface Control Document, COTS	
	Performance testing and other test reports	T+24	Product User Manual, COTS Product Configuration Manual, Operations	

			Manual Secure Code Review Report, Analysis Incorporation Summary Report	
Data Migration and Sample On boarding	Meeting the Go-Live Criteria as defined in the RFP 1) Migration of PMJJBY Database to UWIN Platform 2) On boarding sample database size of 20,000 users in two areas, semi urban and rural(10,000 users each)	T+27	PMJJBY Database Migration Plan, Database Migration Acceptance Report, Data Dictionary, Database Management Report Sample On boarding Report (application, database and performance reports)	10% of Contract Value for Implementation Phase
Training & Capacity Building				
Training	Preparation of training plan and strategy (for all stakeholders)	T+4	Acceptance of Training Plan and Strategy.	5% of Contract Value for Implementation Phase
	Preparation of training material (CBTs, Presentations, documents, Help modules, etc.)	T+18		
	Detailed training on functionalities of the application and the underlying technologies to Purchaser & other stakeholders	T+22	Training Completion Report	
	Training completion report	T+24		
Pre Go-Live (including Helpdesk setup)				

Pre Go-Live	Setting up of required infrastructure for Helpdesk	T+18	Source Code of Application, Solution Documentation, Technical Helpdesk Setup, User Manual, Information Security Audit Plan, Transition Plan, Exit Management Plan	12% of Contract Value for Implementation Phase
	Deployment and Training to the helpdesk team	T+20		
	Go-Live of helpdesk	T+24		
	Submission of Source Code of application, User Manual, Information Security Audit Plan, Transition Plan, Exit Management Plan	T+24		
Go-Live				
Go-Live	Go-Live	T+27	Processes, procedures, Policy framework as per ITSM standards for UWIN O&M Set up Completion of Go-Live Pilot phase Presentation on complete Go-Live	15% of Contract Value for Implementation Phase
Operations and Maintenance (Warranty support) for 1.5 years after Go-Live				
Security Operations Setup Phase	Setup 4-seater Security Operations Centre (SOC)	T+30	SOC Commissioning report, SOC Go-Live report	8% of Contract Value for Implementation Phase
O&M Quarterly	Process Audits (as defined in	Ongoing	Quarterly Project	In Equal

reports (within 2 weeks after end of every quarter)	O&M Set up)	(at least 1 audits per quarter)	Health Reports SLA Compliance Report, Project Performance, Status report, Issue and Incident Report, Change Control Report.	quarterly instalments as per contract value for O&M Phase
	SLA Compliance report	Ongoing	GIGW Compliance,	
	Project Status Report	Ongoing	ISO 27001 Certification	
	Change Control Note and Report	Ongoing		
	Issue/Incident reports	Ongoing		

Note:

1. All payments to the Implementation Vendor shall be made upon submission of invoices along with relevant sign-offs from MoLE.
2. The MSP alone shall raise invoice for all the payments after receiving due approval/acceptance of the Deliverables the Services from the Purchaser or any nominated agency. Such invoices shall be correct and accurate and shall be raised in a timely manner within 15 days of accomplishment of obligations of the MSP and delivery of the Goods, the solutions, the Deliverables and the Services to the satisfaction of the Purchaser.
3. 12% of the Contract value for the Implementation Phase will be paid along with 6 equal quarterly instalments of the O&M Phase (2% every quarter).
4. The above payments are subject to meeting SLAs; failing which the appropriate deductions as mentioned in the SLA section of this RFP shall apply .
5. The OPEX cost as mentioned in the Commercial Bid Format (Clause 8.4 of RFP Volume 2) will be equally divided in Six QGR (Quarterly Guaranteed Revenue) payments. These six payments will be made during the duration of Operations and Maintenance Phase. 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 Liquidated Damages if any.
6. The MSP will be required to submit a compliance report every month and a consolidated compliance report at the end of 3 months (quarterly) based on which these payments would be made.

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7. The quarterly payments during the Operations and Maintenance Phase will be made upon submission of quarterly project health report, audit reports, SLA compliance report, project performance and status report, change control report and issue/ incident reports.
 8. First quarterly payment for O&M services shall be paid subject to above mentioned conditions on completion of three months post Go-Live.
 9. Any monetary figure in decimal shall be rounded off to the nearest INR
 10. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. If the project implementation/go-live is delayed, the PBG shall be extended by the bidder for such additional duration. The performance bank guarantee may be discharged/ returned by MoLE upon being satisfied that there has been due performance of the obligations of the bidder under the agreement. However, no interest shall be payable on the performance bank guarantee.
 11. In the event of the bidder being unable to service the agreement for whatever reason, MoLE would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MoLE under the agreement in the matter, the proceeds of the PBG shall be payable to MoLE as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the agreement. MoLE shall notify the bidder in writing of the exercise of its right to receive such compensation within 7 (Seven) days, indicating the contractual obligation(s) for which the bidder is in default.

8. *Service Level Agreements (SLAs)*

The SLA's specify the levels of service to be provided by the MSP to Purchaser. This level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying liquidated damages as specified in this section. The liquidated damages mentioned in this RFP are genuine pre-estimate of damages likely to flow from the breach of timelines and service levels. The liquidated damages mentioned in this RFP are not the sole and exclusive remedies available with the Purchaser for any breach and the Service Provider shall not be relieved from any obligations by virtue of payment of such liquidated damages.

A set of parameters has been identified as key to the successful implementation of the Project. If the performance of the MSP in respect of any parameter falls below the prescribed tolerance limit, liquidated damages are imposed for the breach. All the payments to the MSP are linked to the compliance with the SLA metrics specified in this section. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. Purchaser and MSP.

Definitions

1. Non-Working Days: All Sundays and Public Holidays declared by Government of India
2. Days: All Working and Non-working days (365 days in a calendar year)
3. "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during 9x7 (9:00 am to 06:00 pm) timeframe. Further, scheduled maintenance time is planned downtime taken after permission of Purchaser.
4. "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications will be 24X7X365 (per year).
5. "System or Application downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time a call is logged with the MSP of the failure or the failure is known to the MSP from the availability measurement tools to the time when the System is returned to proper operation.
6. "Availability" means the time for which the services are available for conducting operations on the UWIN Platform. Availability is defined as: $\{(Scheduled\ Operation\ Time - System\ Downtime) / (Scheduled\ Operation\ Time)\} * 100\%$

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7. “Helpdesk Support” shall mean the support center which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract. Helpdesk support is to be provided as per service window defined in this RFP.
 8. “Incident” refers to any event/abnormalities in the functioning of the any of IT Equipment/Services that may lead to disruption in normal operations of the Cloud Platform, System or Application services.

Interpretation & General Instructions

1. During O&M phase, the SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. In case the service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and shall invoke liquidated damages.
2. SLAs would be reported monthly. A Service Level breach will occur if the MSP fails to meet Minimum Service Levels on a monthly basis for a particular Service Level. Root cause analysis (RCA) to be prepared for all cases of breach in SLA’s and shared with Purchaser.
3. However, liquidated damages would be levied every quarter. The percentage of SLA violation would be the average of monthly SLA measurements for the months in that respective quarter.
4. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise “Availability and Performance Report” will be provided by the MSP every quarter in the Purchaser suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to the Purchaser shall contain the summary of all incidents reported and associated performance measurement for that period.
5. Liquidated damages are mentioned as a percentage of certain components of cost. During the Development & Implementation phase, the maximum liquidated damages are capped at 10% of Total Project Value. If the liquidated damages during Development and Implementation phase exceed 10% of the Total project value, then Purchaser reserves the right to terminate the contract.
6. During O&M phase, liquidated damages per quarter are capped at 20% of that quarter’s payment.
7. If liquidated damages calculations exceed 19% of the quarterly payment for two consecutive quarters, then Purchaser can take appropriate action including termination of the contract and forfeiting of Performance Bank Guarantee. If liquidated damages calculations in any quarter exceed 30% of quarterly payment, then Purchaser can take appropriate action including termination of the contract and forfeiting of Performance Bank Guarantee.

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8. SLA Applicability in first 90 days after Go-Live: All SLAs and consequent LDs applicable during “Operations and Maintenance” phase for UWIN System as detailed in Volume I of RFP are relaxed for first 90 days period from the Go-live. The LDs applicable for the first 90 days after Go-Live shall be as follows:-
 - a. First 30 days after Go-Live: 50 % of all applicable liquidated damages for the first 30 days after Go-Live
 - b. 30 – 60 days after Go-Live: 70 % of all applicable liquidated damages for the period 30-60 days from Go-Live.
 - c. 60-90 days after Go-Live: 90 % of all applicable liquidated damages for the period 60-90 days after Go-Live.
 9. In case there are successive breaches of SLA’s for two quarters, Purchaser can issue show cause notice to the MSP to explain their non-performance. Also Steering Committee meeting may be called wherein MSP needs to explain the action taken to prevent such recurrences in future. This is without prejudice to other rights of Purchaser.
 10. For levying liquidated damages on non-performance during sustenance support period, Quarterly payment installment of Operations & maintenance phase would be considered for calculation purpose. Liquidated damages would be deducted from the next payment being made to MSP.
 11. SLA’s are categorized under two heads depending on the phase the project is i.e. during implementation and Operations & Maintenance.

8.1. Development and Implementation

Sr. No.	SLA Parameter	Description	Target	Liquidated damages								
1.	Commencement of work including deployment of Key personnel	Deployment of identified key personnel in Purchaser, mobilization of team and commencement of work as per the project schedule	T	<p>Liquidated damages will be levied as per the following table:</p> <table border="1" data-bbox="920 469 2040 852"> <thead> <tr> <th data-bbox="920 469 1368 603">Delay in Team mobilization</th> <th data-bbox="1368 469 2040 603">Liquidated damages as % of the Total Contract value</th> </tr> </thead> <tbody> <tr> <td data-bbox="920 603 1368 683">> 0 day & <= 10 days</td> <td data-bbox="1368 603 2040 683">0.01%</td> </tr> <tr> <td data-bbox="920 683 1368 767">> 10 days & <= 20 days</td> <td data-bbox="1368 683 2040 767">0.02%</td> </tr> <tr> <td data-bbox="920 767 1368 852">> 20 days & <= 30 days</td> <td data-bbox="1368 767 2040 852">0.05%</td> </tr> </tbody> </table> <p>For each additional week after 30 days, liquidated damages of 0.01% will be levied as additional liquidated damages</p>	Delay in Team mobilization	Liquidated damages as % of the Total Contract value	> 0 day & <= 10 days	0.01%	> 10 days & <= 20 days	0.02%	> 20 days & <= 30 days	0.05%
Delay in Team mobilization	Liquidated damages as % of the Total Contract value											
> 0 day & <= 10 days	0.01%											
> 10 days & <= 20 days	0.02%											
> 20 days & <= 30 days	0.05%											
2.	Change in named Key Personnel	Key personnel team deputed at Purchaser's office to consist of same members whose names were proposed in the Bid/ project	No deviation	<p>Liquidated damages will be levied as per the following table:</p> <table border="1" data-bbox="920 1070 2040 1374"> <thead> <tr> <th data-bbox="920 1070 1480 1204">Number of Key personnel Changed</th> <th data-bbox="1480 1070 2040 1204">Liquidated damages as % of the Total Contract value</th> </tr> </thead> <tbody> <tr> <td data-bbox="920 1204 1480 1289">1 (not including Program Manager)</td> <td data-bbox="1480 1204 2040 1289">0.001%</td> </tr> <tr> <td data-bbox="920 1289 1480 1374">2 to 4</td> <td data-bbox="1480 1289 2040 1374">0.002%</td> </tr> </tbody> </table>	Number of Key personnel Changed	Liquidated damages as % of the Total Contract value	1 (not including Program Manager)	0.001%	2 to 4	0.002%		
Number of Key personnel Changed	Liquidated damages as % of the Total Contract value											
1 (not including Program Manager)	0.001%											
2 to 4	0.002%											

		start		4 to 6	0.004%
				For each additional change, liquidated damages of 0.003% of Total Contract value will be levied as additional liquidated damages. In case the Program Manager recommended for the assignment is changed an additional liquidated damages of 0.015% of the Total Contract Value will be levied.	
3.	Delay in any of the project milestones	Measured as the difference between the planned date for the milestone and the actual date of its completion	No Deviation	Liquidated damages will be levied as per the following table:	
				Delay in Project milestones	Liquidated damages as % of the value of the Phase to which the deliverable pertains
				> 0 day & <= 10 days	0.5%
				> 10 days & <= 20 days	1%
				> 20 days & <= 30 days	1.5%
				For each additional week or part thereof after 30 days, liquidated damages of 2% will be levied as additional liquidated damages	
4.	Delay in overall Go-Live date	Measured as the difference between the planned date for the Go-Live and the actual date of Go-Live	No Deviation	Liquidated damages will be levied as per the following table:	
				Delay in Go-Live	Liquidated damages as % of the Total Contract value
				> 0 day & <= 15 days	0.1%

				<table border="1"> <tr> <td>> 15 days & ≤ 30 days</td> <td>0.25%</td> </tr> <tr> <td>> 30 days & ≤ 45 days</td> <td>0.5%</td> </tr> </table> <p>For each additional day after 45 days, liquidated damages of 0.1% will be levied as additional liquidated damages</p> <p>If the Go-Live is achieved at least a week before the scheduled date, Purchaser will pay a performance award in the form of waiving of 25% of all Liquidated damages applicable till Go-Live.</p>	> 15 days & ≤ 30 days	0.25%	> 30 days & ≤ 45 days	0.5%
> 15 days & ≤ 30 days	0.25%							
> 30 days & ≤ 45 days	0.5%							
5.	Training and Capacity Building	Feedback to be taken from all attendees	>75% of training audience to give a satisfactory or above rating (per training)	<p>In case session is rated Satisfactory or Excellent by less than 75 percent attendees, then the MSP has to take the training session again.</p> <p>No extra payment would be due for re-training session.</p>				
6.	Change Management	Handling of Change Requests	As per timelines defined in Change Management section in the RFP (or	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Delay in Change timelines</th> <th>Liquidated damages as % of the relevant cost of Change</th> </tr> </thead> <tbody> <tr> <td>> 2 days & ≤ 5 days</td> <td>1%</td> </tr> </tbody> </table>	Delay in Change timelines	Liquidated damages as % of the relevant cost of Change	> 2 days & ≤ 5 days	1%
Delay in Change timelines	Liquidated damages as % of the relevant cost of Change							
> 2 days & ≤ 5 days	1%							

			timelines agreed during the project)	> 5 days & <= 10 days	2%
				> 10 days & <= 15 days	3%
				<p>For each additional day after 15 days, 2% of Change value will be levied as additional liquidated damages.</p> <p>This SLA will continue during the O&M phase. During O&M phase, the liquidated damages will be calculated as percentage of total Quarterly payment</p>	

8.2. Operations & Maintenance phase

8.2.1. Availability

Sr. No.	SLA Parameter	Description	Target	Liquidated damages								
7.	Availability of UWIN Portal and	Availability of UWIN Portal for at least 99.5% of time measured on monthly basis for a 24x7x365 time period.	>=99.5%	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>% Availability</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td><99.5% & >=99%</td> <td>$1\% * \{(99.5 - \text{Achieved SLA}) / 99.5\} * 100$</td> </tr> <tr> <td>< 99% & >= 98%</td> <td>$2\% * \{(99 - \text{Achieved SLA}) / 99\} * 100$</td> </tr> <tr> <td>< 98% & >= 97%</td> <td>$3\% * \{(98 - \text{Achieved SLA}) / 98\} * 100$</td> </tr> </tbody> </table> <p>For each additional drop of 1% in performance below 97%, 3% of Quarterly payments of Operations & Maintenance cost will be levied as additional liquidated damages.</p>	% Availability	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	<99.5% & >=99%	$1\% * \{(99.5 - \text{Achieved SLA}) / 99.5\} * 100$	< 99% & >= 98%	$2\% * \{(99 - \text{Achieved SLA}) / 99\} * 100$	< 98% & >= 97%	$3\% * \{(98 - \text{Achieved SLA}) / 98\} * 100$
% Availability	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
<99.5% & >=99%	$1\% * \{(99.5 - \text{Achieved SLA}) / 99.5\} * 100$											
< 99% & >= 98%	$2\% * \{(99 - \text{Achieved SLA}) / 99\} * 100$											
< 98% & >= 97%	$3\% * \{(98 - \text{Achieved SLA}) / 98\} * 100$											

8.	Availability of UWIN CRM Solution	Availability of UWIN CRM Solution for at least 99.5% of time measured on monthly basis for a 24x7x365 time period.	>=99.5%	<p>Liquidated damages will be levied as per the following table:</p> <table border="1" data-bbox="853 244 2074 632"> <thead> <tr> <th data-bbox="853 244 1140 379">% Availability</th> <th data-bbox="1140 244 2074 379">Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td data-bbox="853 379 1140 461"><99.5% & >=99%</td> <td data-bbox="1140 379 2074 461">1% *{(99.5 – Achieved SLA)/99.5}*100</td> </tr> <tr> <td data-bbox="853 461 1140 542">< 99% & >= 98%</td> <td data-bbox="1140 461 2074 542">2% *{(99 – Achieved SLA)/99}*100</td> </tr> <tr> <td data-bbox="853 542 1140 632">< 98% & >= 97%</td> <td data-bbox="1140 542 2074 632">3% *{(98 – Achieved SLA)/98}*100</td> </tr> </tbody> </table> <p data-bbox="853 647 2074 730">For each additional drop of 1% in performance below 97%, 2% of Quarterly payment of Operations & Maintenance will be levied as additional liquidated damages.</p>	% Availability	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	<99.5% & >=99%	1% *{(99.5 – Achieved SLA)/99.5}*100	< 99% & >= 98%	2% *{(99 – Achieved SLA)/99}*100	< 98% & >= 97%	3% *{(98 – Achieved SLA)/98}*100
% Availability	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
<99.5% & >=99%	1% *{(99.5 – Achieved SLA)/99.5}*100											
< 99% & >= 98%	2% *{(99 – Achieved SLA)/99}*100											
< 98% & >= 97%	3% *{(98 – Achieved SLA)/98}*100											

8.2.2. Incident/Helpdesk

	SLA Parameter	Sr. No.	Target	Liquidated damages								
9.	Helpdesk ticket/Incident Response time	Average Time taken to acknowledge and respond once a ticket/ incident is logged through one of the agreed channels. This is calculated for all tickets/ incidents reported within the reporting quarter (24x7x365)	99 % within 30 minutes	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>% transaction with more response time as mentioned in SLA table</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td><99% & >=98%</td> <td>0.5%</td> </tr> <tr> <td>< 98% & >= 96%</td> <td>1%</td> </tr> <tr> <td>< 96% & >= 94%</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional drop of 1% in performance below 94%, 1% of Quarterly payment of Operations & Maintenance cost will be levied as additional liquidated damages.</p>	% transaction with more response time as mentioned in SLA table	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	<99% & >=98%	0.5%	< 98% & >= 96%	1%	< 96% & >= 94%	2%
% transaction with more response time as mentioned in SLA table	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
<99% & >=98%	0.5%											
< 98% & >= 96%	1%											
< 96% & >= 94%	2%											
10.	Time to Resolve – Severity 1	Time taken to resolve the reported problem.	For Severity 1, 100% of the incidents should be resolved within 120 minutes of	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>% of incidents with more response time as mentioned in SLA table</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> </tbody> </table>	% of incidents with more response time as mentioned in SLA table	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase						
% of incidents with more response time as mentioned in SLA table	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											

			problem reporting	<table border="1"> <tr> <td><100% & >=99%</td> <td>1%</td> </tr> <tr> <td>< 99% & >= 98%</td> <td>2%</td> </tr> <tr> <td>< 98% & >= 97%</td> <td>3%</td> </tr> </table> <p>For each additional drop of 1% in performance below 97%, 2% of Quarterly payment of Operations & Maintenance cost will be levied as additional liquidated damages.</p>	<100% & >=99%	1%	< 99% & >= 98%	2%	< 98% & >= 97%	3%		
<100% & >=99%	1%											
< 99% & >= 98%	2%											
< 98% & >= 97%	3%											
11.	Time to resolve – Severity 2 & 3	Time taken to resolve the reported problem.	<p>100% of</p> <ul style="list-style-type: none"> Severity 2 within 4 hours of problem reporting Severity 3 within 16 hours of problem reporting 	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>% of incidents with more response time as mentioned in SLA table (Severity wise)</th> <th>damages as % of the Quarterly payments during Operations & Maintenance Phase Liquidated</th> </tr> </thead> <tbody> <tr> <td><100% & >=99%</td> <td>0.25%</td> </tr> <tr> <td>< 99% & >= 98%</td> <td>0.5%</td> </tr> <tr> <td>< 98% & >= 97%</td> <td>1%</td> </tr> </tbody> </table> <p>For each additional drop of 1% in performance below 97%, 1% of Quarterly payment of Operations & Maintenance cost will be levied as additional liquidated damages.</p>	% of incidents with more response time as mentioned in SLA table (Severity wise)	damages as % of the Quarterly payments during Operations & Maintenance Phase Liquidated	<100% & >=99%	0.25%	< 99% & >= 98%	0.5%	< 98% & >= 97%	1%
% of incidents with more response time as mentioned in SLA table (Severity wise)	damages as % of the Quarterly payments during Operations & Maintenance Phase Liquidated											
<100% & >=99%	0.25%											
< 99% & >= 98%	0.5%											
< 98% & >= 97%	1%											
12.	Submission of Root Cause Analysis (RCA) reports	For all Severity 1 & Severity 2 incidents resolved during	Average within 10 Working days	For delay of every 5 working days in submitting Root Cause Analysis (RCA) report above defined timelines, 0.5% of Operations & Maintenance cost for that Quarter will be levied as liquidated damages.								

		the quarter, MSP to submit RCA reports		
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8.2.3. Security

Sr. No.	SLA Parameter	Description	Target	Liquidated damages								
13.	Average uptime for the Security components	Measured as the percentage of time the Appliances at Primary and Secondary site is up and running on a monthly basis. This will be measured on 24X7 basis	>= 99.9%	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>% Uptime</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td><99.9% & >=99%</td> <td>0.5%</td> </tr> <tr> <td>< 99% & >= 98%</td> <td>1%</td> </tr> <tr> <td>< 98% & >= 97%</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional drop of 1% in performance below 97%, 1% of Quarterly payment of Operations & Maintenance will be levied as additional liquidated damages.</p>	% Uptime	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	<99.9% & >=99%	0.5%	< 99% & >= 98%	1%	< 98% & >= 97%	2%
% Uptime	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
<99.9% & >=99%	0.5%											
< 99% & >= 98%	1%											
< 98% & >= 97%	2%											
14.	Security reporting	MIS report to be submitted on quarterly basis within pre-	100% on time reporting	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Delay in submission of Security Reporting MIS</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Delay in submission of Security Reporting MIS	Liquidated damages as % of the Quarterly payments during Operations & Maintenance						
Delay in submission of Security Reporting MIS	Liquidated damages as % of the Quarterly payments during Operations & Maintenance											

		defined timelines 100% reporting of the security KPI's (defined during project start)		<table border="1"> <thead> <tr> <th>report</th> <th>Phase</th> </tr> </thead> <tbody> <tr> <td>> 1 day & <= 5 days</td> <td>0.5%</td> </tr> <tr> <td>> 5 days & <= 10 days</td> <td>1%</td> </tr> <tr> <td>> 10 days & <= 15 days</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional week after 15 days, 1% of Quarterly payment will be levied as additional liquidated damages</p>	report	Phase	> 1 day & <= 5 days	0.5%	> 5 days & <= 10 days	1%	> 10 days & <= 15 days	2%
report	Phase											
> 1 day & <= 5 days	0.5%											
> 5 days & <= 10 days	1%											
> 10 days & <= 15 days	2%											
15.	Patch updates	Availability of latest patches on the UWIN system components	All patches released , to be installed on all applicable components	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Percentage of system components on which latest patches are installed</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>>= 98% & < 100%</td> <td>0.5%</td> </tr> <tr> <td>>= 97% & < 98%</td> <td>1%</td> </tr> <tr> <td>>= 96 & < 97%</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional drop in percentage after 96%, 1% of Quarterly payment will be levied as additional liquidated damages</p>	Percentage of system components on which latest patches are installed	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	>= 98% & < 100%	0.5%	>= 97% & < 98%	1%	>= 96 & < 97%	2%
Percentage of system components on which latest patches are installed	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
>= 98% & < 100%	0.5%											
>= 97% & < 98%	1%											
>= 96 & < 97%	2%											
16.	Anti-virus signature update	Availability of latest AV signature on the	Latest AV signature to be installed	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Percentage of system</th> <th>Liquidated damages as % of the</th> </tr> </thead> </table>	Percentage of system	Liquidated damages as % of the						
Percentage of system	Liquidated damages as % of the											

		UWIN system components	on at least 98% of all applicable components within 6 hours	<p>components on which latest AV signatures are updated</p> <table border="1"> <tr> <td>>= 97% & < 98%</td> <td>0.5%</td> </tr> <tr> <td>>= 96% & < 97%</td> <td>1%</td> </tr> <tr> <td>>= 95% & < 96%</td> <td>2%</td> </tr> </table> <p>For each additional drop in percentage after 95%, 1% of Quarterly payment will be levied as additional liquidated damages</p>	>= 97% & < 98%	0.5%	>= 96% & < 97%	1%	>= 95% & < 96%	2%	<p>Quarterly payments during Operations & Maintenance Phase</p>		
>= 97% & < 98%	0.5%												
>= 96% & < 97%	1%												
>= 95% & < 96%	2%												
17.	Vulnerability assessment and closure	Yearly	Vulnerability Assessment for all systems/sub systems/net work devices shall be performed once every year and all detected vulnerabilities closed within the	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Delay in Vulnerability assessment and closure of vulnerabilities after due date (in days)</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>>= 10 & < 20</td> <td>0.5%</td> </tr> <tr> <td>>= 20 & < 30</td> <td>1%</td> </tr> <tr> <td>>= 30 & < 35</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional week delay beyond 35 days, 1% of Quarterly payment will be levied as additional liquidated damages</p>	Delay in Vulnerability assessment and closure of vulnerabilities after due date (in days)	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	>= 10 & < 20	0.5%	>= 20 & < 30	1%	>= 30 & < 35	2%	
Delay in Vulnerability assessment and closure of vulnerabilities after due date (in days)	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase												
>= 10 & < 20	0.5%												
>= 20 & < 30	1%												
>= 30 & < 35	2%												

			cycle.									
18.	Penetration testing	Yearly	Penetration Testing (external) will be conducted once every year. All detected vulnerabilities to be closed within the year.	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Delay in penetration testing and closure of detected vulnerabilities after due date (in days)</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>>= 10 & < 30</td> <td>0.5%</td> </tr> <tr> <td>>= 30 & < 40</td> <td>1%</td> </tr> <tr> <td>>= 40 & < 45</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional week's delay beyond 45 days, 1% of Quarterly payment will be levied as additional liquidated damages</p>	Delay in penetration testing and closure of detected vulnerabilities after due date (in days)	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	>= 10 & < 30	0.5%	>= 30 & < 40	1%	>= 40 & < 45	2%
Delay in penetration testing and closure of detected vulnerabilities after due date (in days)	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
>= 10 & < 30	0.5%											
>= 30 & < 40	1%											
>= 40 & < 45	2%											
19.	Reporting of Security Incidents	Any incident wherein system compromised or any actual or reasonably suspected unauthorized use of or access to provider	The provider to investigate the breach, use its best efforts to mitigate the breach's impact, collect	<p>For each breach/data theft, liquidated damages will be levied as per following criteria.</p> <table border="1"> <thead> <tr> <th>Delay in Mitigating of Security Breaches</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>Failure to Mitigate and document the response.</td> <td>1 %</td> </tr> </tbody> </table> <p>This liquidated damage is applicable per breach. These liquidated damages will be in</p>	Delay in Mitigating of Security Breaches	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	Failure to Mitigate and document the response.	1 %				
Delay in Mitigating of Security Breaches	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
Failure to Mitigate and document the response.	1 %											

		systems or any case wherein data theft occurs (including internal incidents)	evidence surrounding the breach, and document its response.	<p>addition to the SLA liquidated damages cap per quarter.</p> <p>In case of serious breach of security wherein the data is stolen or corrupted, Purchaser reserves the right to terminate the contract</p>						
20.	Security breach including Data Theft/Loss/Corruption	Any incident wherein system compromised or any actual or reasonably suspected unauthorized use of or access to provider systems or any case wherein data theft occurs (including internal incidents)	The provider to Detect the breach and Report on the details and impact of the same to Purchaser environment .	<p>For each breach/data theft, liquidated damages will be levied as per following criteria.</p> <table border="1"> <thead> <tr> <th>Delay in Detecting and reporting of Security Breaches</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>> 15 mins & <= 30 mins</td> <td>0.5%</td> </tr> <tr> <td>> 30 mins & <= 1 hours</td> <td>1%</td> </tr> </tbody> </table> <p>This liquidated damage is applicable per breach. These liquidated damages will be in addition to the SLA liquidated damages cap per quarter.</p> <p>In case of serious breach of security wherein the data is stolen or corrupted, Purchaser reserves the right to terminate the contract.</p>	Delay in Detecting and reporting of Security Breaches	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	> 15 mins & <= 30 mins	0.5%	> 30 mins & <= 1 hours	1%
Delay in Detecting and reporting of Security Breaches	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase									
> 15 mins & <= 30 mins	0.5%									
> 30 mins & <= 1 hours	1%									
21.	Delay in setting up SOC	Measured as the difference between the	No Deviation	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Delay in Project</th> <th>Liquidated damages as % of the value of the</th> </tr> </thead> </table>	Delay in Project	Liquidated damages as % of the value of the				
Delay in Project	Liquidated damages as % of the value of the									

		planned date for the milestone and the actual date of its completion		milestones	Phase to which the deliverable pertains
				> 0 day & <= 10 days	0.25%
				> 10 days & <= 20 days	0.5%
				> 20 days & <= 30 days	1%
For each additional week or part thereof after 30 days, liquidated damages of 1.5% will be levied as additional liquidated damages					

8.2.4. Performance

Sr. No.	SLA Parameter	Description	Target	Liquidated damages								
22.	MIS Reports	100% adherence to timelines of MIS Reporting as per agreed format with Purchaser	100% on time	<p>Liquidated damages will be levied as per the following table:</p> <table border="1" data-bbox="994 459 2054 895"> <thead> <tr> <th data-bbox="994 459 1388 644">Delay in submission of MIS reports</th> <th data-bbox="1388 459 2054 644">Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td data-bbox="994 644 1388 727">> 0 day & <= 3 days</td> <td data-bbox="1388 644 2054 727">0.5%</td> </tr> <tr> <td data-bbox="994 727 1388 810">> 3 days & <= 5 days</td> <td data-bbox="1388 727 2054 810">1%</td> </tr> <tr> <td data-bbox="994 810 1388 895">> 5 days & <= 7 days</td> <td data-bbox="1388 810 2054 895">2%</td> </tr> </tbody> </table> <p>For each additional day after 7 days, 1% of Quarterly payment will be levied as additional liquidated damages</p>	Delay in submission of MIS reports	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	> 0 day & <= 3 days	0.5%	> 3 days & <= 5 days	1%	> 5 days & <= 7 days	2%
Delay in submission of MIS reports	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
> 0 day & <= 3 days	0.5%											
> 3 days & <= 5 days	1%											
> 5 days & <= 7 days	2%											

8.2.5. Certifications and Audit Compliance

Sr. No.	SLA Parameter	Description	Target	Liquidated damages								
23.	Implementation of Security audit observations	100% on time (as discussed and agreed with Purchaser – For critical security observations, Purchaser to decide on timelines)	MIS report to be submitted on quarterly basis. Implementation of recommendation given by security auditor as well as MSP internal team and which have been agreed upon to be implemented by MSP and Purchaser	<p>Liquidated damages will be levied as per the following table:</p> <table border="1" data-bbox="1003 459 2051 895"> <thead> <tr> <th data-bbox="1003 459 1464 644">Delay in implementation of Security audit observations</th> <th data-bbox="1464 459 2051 644">Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td data-bbox="1003 644 1464 727">> 3 day & <= 5 days</td> <td data-bbox="1464 644 2051 727">0.5%</td> </tr> <tr> <td data-bbox="1003 727 1464 810">> 5 days & <= 15 days</td> <td data-bbox="1464 727 2051 810">1%</td> </tr> <tr> <td data-bbox="1003 810 1464 895">> 15 days & <= 30 days</td> <td data-bbox="1464 810 2051 895">2%</td> </tr> </tbody> </table> <p>For each additional day after 30 days, 1% of Quarterly payment will be levied as additional liquidated damages</p>	Delay in implementation of Security audit observations	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	> 3 day & <= 5 days	0.5%	> 5 days & <= 15 days	1%	> 15 days & <= 30 days	2%
Delay in implementation of Security audit observations	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
> 3 day & <= 5 days	0.5%											
> 5 days & <= 15 days	1%											
> 15 days & <= 30 days	2%											
24.	Non-closure of audit observations	Non closure of audit observations within specified time	0% All audit observations to be closed within defined timelines.	<p>Liquidated damages will be levied as per the following table:</p> <table border="1" data-bbox="1003 1161 2051 1370"> <thead> <tr> <th data-bbox="1003 1161 1464 1297"></th> <th data-bbox="1464 1161 2051 1297">Percentage of audit observations repeated in the next audit</th> </tr> </thead> <tbody> <tr> <td data-bbox="1003 1297 1464 1370">> 0% & <= 1%</td> <td data-bbox="1464 1297 2051 1370">0.5%</td> </tr> </tbody> </table>		Percentage of audit observations repeated in the next audit	> 0% & <= 1%	0.5%				
	Percentage of audit observations repeated in the next audit											
> 0% & <= 1%	0.5%											

				<table border="1"> <tr> <td>> 1% & ≤ 3%</td> <td>1%</td> </tr> <tr> <td>> 3% & ≤ 5%</td> <td>2%</td> </tr> </table> <p>For each additional percentage after 5%, 1% of Quarterly payment will be levied as additional liquidated damages</p>	> 1% & ≤ 3%	1%	> 3% & ≤ 5%	2%				
> 1% & ≤ 3%	1%											
> 3% & ≤ 5%	2%											
25.	Repeat of observations in past audits	No observation to be repeated in at least next two following quarters	0% No observations should be repeated.	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Number of audit observations repeated in the next audit</th> <th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>> 0 & ≤ 1</td> <td>0.25%</td> </tr> <tr> <td>> 1 & ≤ 3</td> <td>0.5%</td> </tr> <tr> <td>> 3 & ≤ 5</td> <td>1%</td> </tr> </tbody> </table> <p>For each additional percentage after 5%, 1% of Quarterly payment will be levied as additional liquidated damages</p>	Number of audit observations repeated in the next audit	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	> 0 & ≤ 1	0.25%	> 1 & ≤ 3	0.5%	> 3 & ≤ 5	1%
Number of audit observations repeated in the next audit	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase											
> 0 & ≤ 1	0.25%											
> 1 & ≤ 3	0.5%											
> 3 & ≤ 5	1%											
26.	ISO 27001	Within 12 months of Go-Live	To achieve the desired certification for the UWIN system	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Time for achieving the ISO 27001 certification</th> <th>Liquidated damages as % of the total payments during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>> 365 days & ≤ 390 days</td> <td>1.0%</td> </tr> <tr> <td>> 390 days & ≤ 420 days</td> <td>2.0%</td> </tr> </tbody> </table>	Time for achieving the ISO 27001 certification	Liquidated damages as % of the total payments during Operations & Maintenance Phase	> 365 days & ≤ 390 days	1.0%	> 390 days & ≤ 420 days	2.0%		
Time for achieving the ISO 27001 certification	Liquidated damages as % of the total payments during Operations & Maintenance Phase											
> 365 days & ≤ 390 days	1.0%											
> 390 days & ≤ 420 days	2.0%											

				<table border="1"> <tr> <td>> 420 days & ≤ 450 days</td> <td>3.0%</td> </tr> </table> <p>For each additional 30 days after 450 days 1% of Quarterly payment will be levied as additional liquidated damages</p>	> 420 days & ≤ 450 days	3.0%						
> 420 days & ≤ 450 days	3.0%											
27.	GIGW Compliance	Within 3 months of Go-Live	To achieve the desired compliance for the UWIN web portal	<p>Liquidated damages will be levied as per the following table:</p> <table border="1"> <thead> <tr> <th>Time for achieving the GIGW Compliance</th> <th>Liquidated damages as % of the total payment during Operations & Maintenance Phase</th> </tr> </thead> <tbody> <tr> <td>> 90 days & ≤ 120 days</td> <td>0.5%</td> </tr> <tr> <td>> 120 days & ≤ 150 days</td> <td>1%</td> </tr> <tr> <td>> 150 days & ≤ 180 days</td> <td>2%</td> </tr> </tbody> </table> <p>For each additional 30 days after 180 days 1% of Quarterly payment will be levied as additional liquidated damages</p>	Time for achieving the GIGW Compliance	Liquidated damages as % of the total payment during Operations & Maintenance Phase	> 90 days & ≤ 120 days	0.5%	> 120 days & ≤ 150 days	1%	> 150 days & ≤ 180 days	2%
Time for achieving the GIGW Compliance	Liquidated damages as % of the total payment during Operations & Maintenance Phase											
> 90 days & ≤ 120 days	0.5%											
> 120 days & ≤ 150 days	1%											
> 150 days & ≤ 180 days	2%											

9. Compliance to Standards & Certifications

For a big set up like UWIN, it is imperative that the highest standards applicable are adhered to. In this context, the MSP will ensure that the entire UWIN setup is certified and is in compliance with the applicable standards. Following table depicts the standards which Purchaser intends to get certified on along with the timelines:

Area	Area	Timelines
Security	ISO 27001	Within 12 months of Go-Live

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 certification cost will be borne by Purchaser (including visits, boarding, lodging of the surveyors/ auditors and certification cost). Cost relating to preparation and compliance with the above standards/certification including documentation will be borne by the MSP.

Apart from the above the MSP need to ensure compliance of the project with Government of India IT security guidelines including provisions of:

a) The Information Technology Act, 2000” and amendments thereof and

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.

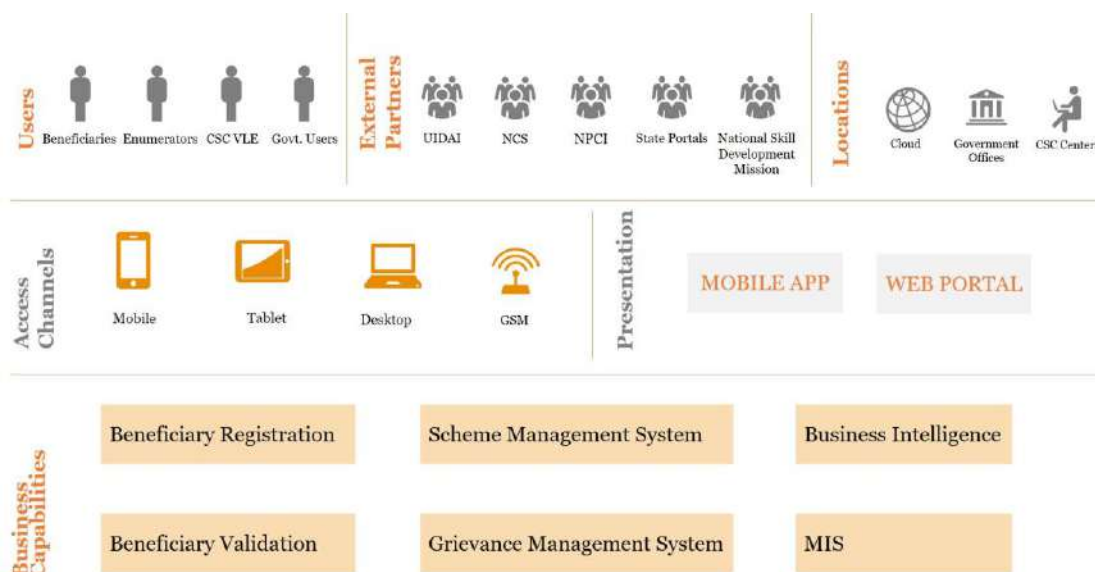
In addition, MSP shall ensure that it follows directives issued by Central Government, Government Departments and agencies and complies with provisions of all relevant act which include but are not restricted to – ‘Aadhaar Act 2016’, Subsequent circulars issued by UIDAI, “Policy on Adoption of Open Source Software for Government of India”, “Technical Standards on Interoperability framework for e-Governance”, “Policy on Open APIs for Government of India”, “National Data Sharing and Accessibility Policy” and so on.

Each Bidder should, therefore, conduct his own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

10. Annexures

10.1. Annexure A: Functional Requirements

This section describes the indicative business reference model of UWIN platform. The overview of



the components (indicative) are shown in the figure below:

Figure: Business Reference Mode for UWIN



Ecosystem Approach

Figure: UWIN System Stakeholders

Functions/ roles in brief of each of the key stakeholder are detailed below:

Major Functions of Key Stakeholders

S.No.	Name of Stakeholder of UWIN System	Major Functions
1.	Beneficiaries (Unorganized Workers)	<ol style="list-style-type: none"> Participate in registration and validation at the workers facilitation centres or door to door surveys Authenticate Aadhaar at workers facilitation centres or with door to door validators. Enroll for and receive social security benefits according to entitlement Lodge grievances Provide feedback on services provided by other stakeholders
2.	Central Government	<ol style="list-style-type: none"> Make all policy level initiatives Perform Budget allocation and fund disbursement to states Monitor all performance metrics and oversee all MIS reports Leverage platform to perform policy level analytics Perform program integrity and fraud management related

		<p>activities</p> <p>f. Maintain oversight on the scheme</p> <p>g. Resolve escalated grievances</p> <p>h. Support state governments in scheme implementation</p>
3.	State Government	<p>a. Perform UWIN related business operations, for e.g., assistance in beneficiary registration and validation, camp management etc.</p> <p>b. Conduct periodic camps & maintain worker facilitation centers</p> <p>c. Monitor usage of allocated funds</p> <p>d. Monitor performance of different modules using BI/MIS reports</p> <p>e. Analyze Fraud reports & take corrective actions</p> <p>f. Resolve grievances.</p> <p>g. Generate State level reports</p>
4.	Providers (Workers Facilitation Centres/ Validators)	<p>a. Assist beneficiaries with registration and application submission</p> <p>b. Authenticate and verify Beneficiaries who come for registration</p> <p>c. Assist beneficiaries and help them enroll for eligible schemes</p> <p>d. Create a helpdesk on premises to handhold beneficiary</p>
5.	Facilitators (Shramik Mitra, Anganwadi workers, ASHA workers)	<p>a. Encourage and assist unorganized workers with registration in collaboration with Providers/State Governments</p> <p>b. Assist unorganized workers to register for welfare schemes</p>

The table below depicts the list of functionalities envisaged for UWIN platform.

S.No	Functionality
1.	Beneficiary Registration & Validation
2.	User Management
3.	Beneficiary Interface
4.	Scheme Management
5.	Grievance Management
6.	MIS & BI
7.	Skill Mapping & UW Employment Exchange

10.1.1. Beneficiary Registration & Validation

Socio Economic Caste Census (SECC), 2011 data will be used as a source/base data for enrolment of beneficiary and their respective families. Based on SECC data, UWIN Database will be created. Specific fields from SECC database will be used as base and additional identified fields will be captured during the registration process. Based on this activity, data is finalized by input of States and made available on central server.

Functional Requirements

As part of roll out, a mobile application should be developed along with a web portal that can be used to register and validate the eligible beneficiary base in social security schemes and issue UWIN. The application should have the following functionalities:

1. Enable download of data on the device for the purpose of registration and validation.
2. User name and password authentication of door – to – door enumerators/validators and operators at the Worker Facilitation Centres.
3. Additional fields to add data apart from the SECC data will be added to capture all the relevant data required for schemes run by the government.
4. Establish presence and identity of all unorganized workers in a family along with other family members by means of an array of options present in the application.
5. Enable capturing data fields for all beneficiaries such as Aadhaar number/Aadhaar Virtual ID, name as in Aadhaar, photo, mobile number, nominee details.
6. Enable Aadhaar demographic authentication of all beneficiaries who provide their Aadhaar Number/Virtual ID.
7. Enable syncing validated unorganized workers data on the UWIN central server.
8. User Management module which enables creation/modification of users following a hierarchical structure.
9. MIS and Reporting functionality.

Detailed functional requirements of Beneficiary Registration & Validation Application are listed below:

10.1.1.1. Module Description

Socio Economic Caste Census (SECC), 2011 data will be used as a source/base data for enrolment of unorganized workers and their families.

Since SECC is the base data being used for validation of beneficiaries, additional fields identified will be added to SECC database and will be duly captured by the Worker Facilitation Center operators or field enumerators/ validators during the enrollment process.

Once data is finalized from SECC and additional details are captured by the Worker Facilitation Center, unique UWIN ID will be generated. UWIN IDs are generated for each unorganized worker working in the country. The UWIN ID will be 10 digit unique number created for all beneficiaries using verhoeff algorithm. A Specific range will be given to all the states and the unique number will be generated considering the range allocated to the state in which the UWIN is generated. MSP may also propose a unique logic that shall be followed for UWIN ID generation considering the state code shall be a prefix before the numerical digits.

The data will be accessible in a secure manner to only authorized users to download and carry out the validation. The users will be able to download data pertaining to only assigned blocks/tehsils/districts and only in registered secure devices.

However, it is important to note that not all the data fields in SECC data are relevant to UWIN and at the same time some data fields are required for UWIN which are not captured in SECC data.

Following data fields from SECC will be part of UWIN:

- 1) State Code
- 2) District Code
- 3) Tehsil/Sub District Code
- 4) Name of the person
- 5) Address
- 6) Permanent Address
- 7) Gender (1 - Male 2- Female 3- Transgender)
- 8) Date of Birth
- 9) Marital Status (1 - Never married 2 - Currently married 3 - Widowed 4 - Separated 5 – Divorced)
- 10) Name of Father
- 11) Name of Mother
- 12) Occupation / Activity
- 13) Main Source of Income / Earnings from (0 - rag picker 1 - Beggar 2 - Domestic worker 3 - Street vendor/ Cobbler/hawker / Other service provider working on streets 4 - Construction worker/ Plumber/ Mason/ Labor/ Painter/ Welder/ Security guard/ Coolie and other head-load worker 5 - Sweeper/ Sanitation worker / Mali 6 - Home-based worker/ Artisan/ Handicrafts worker / Tailor 7 - Transport worker/ Driver/ Conductor/ Helper to drivers and conductors/ Cart puller/ Rickshaw puller 8 - Shop worker/ Assistant/ Peon in small establishment/ Helper/ Delivery assistant / Attendant/ Waiter 9 - Electrician/ Mechanic/

Assembler/ Repair worker 10 - Washer-man/ Chowkidar 11 - Other work Non-work 12 - Non-work (Pension/ Rent/ Interest, Etc. 13 - No income From Any Source)
 14) Disability (1 - In Seeing 2 - In Hearing 3 - In Speech 4 - In Movement 5 - Mental Retardation 6 - Mental Illness 7 - Other disability 8 - Multiple disability 9 - Not disabled)

The following data fields will be captured by common service centers or field validators/enumerators. These data fields will be captured for all the beneficiaries.

- 1) Aadhaar Number/ Aadhaar Virtual ID
- 2) Mobile Number
- 3) Photograph of each Individual member
- 4) Name and relation of nominee
- 5) Bank Account Number & IFSC
- 6) Secondary Occupation 1
- 7) Secondary Occupation 2
- 8) Annual Income of Self
- 9) Annual Income of Family
- 10) Nominee Address
- 11) BPL/MAPL Status
- 12) Migrant Worker
- 13) State of Migrant Worker From
- 14) Universal Account Number of EPFO
- 15) Ration Card Number
- 16) Minority Status

Since UWIN database should have nuclear family units and associated family networks, the provision to link several individual profiles together as a family also needs to be built in. This can be carried out by capturing UWIN numbers of the already registered family members during registration process. Hence the following details of family members should also be captured:

- 1) UWIN Number
- 2) Name
- 3) Relationship to the individual being registered

Provision to add and link multiple family members is required to be created.

Business Requirements

Key business requirements for this module are:

- State wise flagging of SECC data of targeted unorganized workers along with their families.
- Generation of 10 digit UWIN ID for all approved SECC & Aadhaar Authenticated beneficiaries.
- Provision of user creation at 5 levels:
 - I. Admin level user
 - II. State level user
 - III. District level user
 - IV. Tehsil level user
 - V. Validator (Workers Facilitation Centres) level user
- Provision of sharing beneficiaries' data with authorized users (State, District, Tehsil and Operator level) as per geographic level.
- Provision of registering Validators
- Provision of registering Facilitators
- Provision of registering Devices
- Provision of assigning blocks to Validators and Devices.

10.1.1.2. User Management Module

A web portal will be created for User management and MIS.

A robust user management module will be developed to manage beneficiaries' database. Below are the categories of the users that needs to be created

- 1) Admin level user
- 2) State level user
- 3) District level user
- 4) Tehsil level user
- 5) Operator level user/ Worker Facilitation Centre level user
- 6) Reporting user
- 7) State (Agency) User
- 8) District (Agency) User
- 9) Tehsil (Agency) User

The users will be allowed to perform following functions as per their level:

S No	User Level	Key functionalities
1	Admin level user	<ul style="list-style-type: none"> • Create State level user in the system through web portal • View MIS of validation exercise for the entire country
2	State level user	<ul style="list-style-type: none"> • Create District and Tehsil levels users in the system through web portal • Map each District to a District level user. • Downloading of SECC data for all assigned blocks through web portal • View MIS of validation exercise for all Districts. • Able to create State (Agency) User • Able to monitor state level grievance redressal applications and their status
3	District level user	<ul style="list-style-type: none"> • Create Tehsil level users in the system through web portal • Map each Tehsil to a Tehsil level user. • Downloading SECC data for all assigned blocks through web portal • View MIS of validation exercise for all Tehsils under the district. • Able to monitor district level grievance redressal applications and their status
4	Tehsil level user	<ul style="list-style-type: none"> • Create Operator level users/WFC level users in system through web portal • Register devices in the system through web portal • Map each block to an Operator level user and a device through web portal • Map WFC to block or blocks, one or many operators at each WFC and all the devices being used by the operators • Downloading of SECC data for all assigned blocks through web portal. • View MIS of validation exercise for all assigned blocks
5	Operator level user/ Worker Facilitation Centre level user	<ul style="list-style-type: none"> • Download of SECC data for assigned block(s) through app • Upload of SECC data along with additional fields captured for assigned block through app • At WFCs, when online, searching the entire SECC database and not just of assigned blocks to register migrant workers
6	Reporting User	<ul style="list-style-type: none"> • Ability to get a summary of Key KPI's related to survey at national, state, district, tehsil and block level • Ability to drill down into lower level • Ability to get notifications in case of any alarms wrt. Survey.
7	State (Agency) user	<ul style="list-style-type: none"> • Create District (Agency) and Tehsil (Agency) levels users in the system through web portal • Map each District to a District level (Agency) user. • Downloading of SECC data for all assigned blocks through web portal

8	District (Agency) User	<ul style="list-style-type: none"> • Create Tehsil (Agency) level users in the system through web portal • Map each Tehsil to a Tehsil level (Agency) user. • Downloading of SECC data for all assigned blocks through web portal
9	Tehsil (Agency) User	<ul style="list-style-type: none"> • Create Operator level users in system through web portal • Register devices in the system through web portal • Map each block to an Operator level user and a device through web portal • Downloading of SECC data for all assigned blocks through web portal

All users are authenticated on UWIN server through Username – Password authentication in online mode. However “Operator level” user might have to login into the device even when connectivity is unavailable. For such cases, there will be provision of logging in the field device with a self-created PIN. However for data upload and sync operators with UWIN, the operator will be authenticated through Username and password authentication only.

Note: In case the State Governments decide to carry out periodic registration camps instead of door-to-door enumeration, the Worker Facilitation Centre Level user functionalities will be made available to field operators in registration camps in registered devices.

Business Requirements

Key business requirements for this module are:

- Provision will be made in the system to create 9 categories of users through web portal:
 - 1) Admin level user
 - 2) State level user
 - 3) District level user
 - 4) Tehsil level user
 - 5) Block level user
 - 6) National/State/District/Tehsil Reporting user
 - 7) State (Agency) User
 - 8) District (Agency) User
 - 9) Tehsil (Agency) User

- Provision of authenticating users with Username Password Authentication in online mode. All users other than block validators would be authenticated in online mode.
- Provision of offline PIN based authentication for block validators for logging into devices in offline mode.

Admin level users

- Provision of creating State level users in the system through web portal.
- Creation of Authorization to View MIS of validation exercise for entire country.

State Level users

- Provision of creating district and tehsil level users in the system through web portal.
- Provision of mapping each district to a district level user.
- Provision of downloading the SECC data state, block wise through web portal.
- Creation of Authorization to View MIS of validation exercise for all districts.
- Creation of State agency user

District Level users

- Provision of creating tehsil level users in the system through web portal.
- Provision of mapping each Tehsil to a Tehsil level user.
- Provision of downloading of SECC data for all assigned blocks through web portal
- Creation of Authorization to View MIS of validation exercise for all Tehsils under the district.

Tehsil Level users

- Provision of creating operator level users in system through web portal.
- Provision of registering devices in the system through web portal.
- Provision of mapping each block to an operator level user and a device through web portal.
- Downloading the SECC data for all assigned blocks through web portal.
- Creation of Authorization to View MIS of validation exercise for all assigned blocks.

Operator Level users/ WFC level users

- Provision of downloading SECC data for assigned block(s) through app.
- Provision of uploading data through app.
- Provision of downloading the SECC data for assigned block through web portal.

- Provision will be made so that State, District and Tehsil level users of Government will be able to modify any record using web based application. This might be used in some exceptional circumstances, if field validation is carried on paper, data may be entered on the web. But access to this functionality will remain with Government officials only.
- Provision of sharing beneficiaries' data with authorized users (State, District, Tehsil and Operator level) as per geographic level grouped block wise.
- Provision of registering Operators
- Provision of registering Devices
- Provision of assigning blocks to Operators and Devices.
- Provision at WFCs for searching the entire SECC database and not just blocks assigned in order to register migrant workers/family members

Reporting Users

- Provision to receive and see reports for their Respective regions
- Provision to drill down into a region below their designated hierarchy. For e.g. a reporting user at state level should be able to drill down into the reports at district, tehsil and block level. However he should not be allowed to drill down to upper levels.

State (Agency) User

- Create District (Agency) and Tehsil (Agency) levels users in the system through web portal
- Map each District to a District level (Agency) user.
- Downloading of SECC data for all assigned blocks through web portal

District (Agency) User

- Create Tehsil (Agency) level users in the system through web portal
- Map each Tehsil to a Tehsil level (Agency) user.
- Downloading of SECC data for all assigned blocks through web portal

Tehsil (Agency) User

- Create Operator level users in system through web portal
- Register devices in the system through web portal
- Map each block to an Operator level user and a device through web portal
- Downloading of SECC data for all assigned blocks through web portal

User Update

User Update Process

Users created would need to be updated at regular intervals. Following types of updates would be allowed in the system and would be applicable as per the business rules in the section User Update Rules.

- Mobile Number of the user
- Location of the User
- Email id of the user
- Designation of the user
- IMEI of the validator
- Blocks assigned to a Validator

Some of these changes e.g. Mobile number update would be allowed to be changed at the level of the user itself with appropriate validations such as pin authentication, email activation link etc. Others would need an approval to be done using a hierarchy as discussed in the section User Update Rules.

User Update Rules

Mobile Number

	Mobile Number of - >	Govt. State User	Govt. District User	State User	District User	Tehsil User	Block User	Reporting User
Responsible	Govt. State User	R						
	Govt. District		R					

	User							
	State User			R				
	District User				R			
	Tehsil User					R		
	Block User						R	
	Reporting User							R
Approver	Govt. State User	A						
	Govt. District User		A					
	State User			A				
	District User				A			
	Tehsil User					A		
	Block User						A	
	Reporting User							A

Any user should be allowed to update his mobile number using OTP based login. Here responsibility of initiating the request and approval lies with self.

IMEI Number:

Update of the IMEI number should rest with the immediate level above the block Validator. The immediate level should be mapped to the parent level. Approval should be one authority above the role who has initiated the IMEI update request.

	IMEI Number of - >	Govt. State User	Govt. District User	State User	District User	Tehsil User	Block User
Responsible	Govt. State User						
	Govt.						

	District User							
	State User							
	District User							R
	Tehsil User							R
	Block User							
Approver	Govt. State User							I
	Govt. District User							I
	State User							A
	District User							A
	Tehsil User							
	Block User							

Email Id:

	Mobile Number of - >	Govt. State User	Govt. District User	State User	District User	Tehsil User	Block User	Reporting User
Responsible	Govt. State User	R						
	Govt. District User		R					
	State User			R				
	District User				R			
	Tehsil User					R		

	Block User						R	
	Reporting User							R
Approver	Govt. State User	A						
	Govt. District User		A					
	State User			A				
	District User				A			
	Tehsil User					A		
	Block User						A	
	Reporting User							A

Any user should be allowed to update his own email id which can be activated by using a link sent on the email for verification.

Designation of the user

Designation of the user can be initiated only a level above the designation of the user in the location in which the user is currently active. The approval would lie with the designation which is one above the proposed designation of the user.

	Designation of ->	Govt. State User	Govt. District User	State User	District User	Tehsil User	Block User
Responsible	Govt. State User		R	R			
	Govt. District User						
	State User				R		
	District User					R	R

	Tehsil User						R
	Block User						
Approver	Govt. State User		A	A	I	I	
	Govt. District User				I		
	State User				A	A	A/I
	District User						A
	Tehsil User						
	Block User						

Location of the User

Location of the user can be initiated only a user role above the designation of the user in the location in which the user is currently active. The approval authority would be a user with one role higher in the proposed location of transfer.

	Location of ->	Govt. State User	Govt. District User	State User	District User	Tehsil User	Block User	Reporting User
Responsible	Govt. State User		R	R				
	Govt. District User							
	State User				R			
	District User					R	R	
	Tehsil User						R	
	Block User							
	Reporting User							R*
Approver	Govt. State User		A	A	A	I		

	Govt. District User							
	State User					A	A	
	District User						A	
	Tehsil User							
	Block User							A*
	Reporting User							

*- By a higher level reporting user.

Blocks assigned to the user

Changes in Blocks assigned to a validator can be initiated by a designation above the block validator and needs to be approved by a user role above the initiator. Information about block changes need to be sent to the government users for tracking purpose.

	Blocks Assigned to ->	Govt. State User	Govt. District User	State User	District User	Tehsil User	Block User
Responsible	Govt. State User						
	Govt. District User						
	State User						
	District User						R
	Tehsil User						R
	Block User						
Approver	Govt. State User						I
	Govt. District User						I

	User						
	State User						A
	District User						A
	Tehsil User						
	Block User						

10.1.1.3. Beneficiary Data Validation Module

The nodal department of state government will carry field validation exercise with pre-populated SECC data and additional fields on mobile tablet devices. The State Government may choose to carry out registrations camps and maintain worker facilitation centers in order to carry out this validation activity as well. The objective of field exercise is to capture following information:

- To capture the details of unorganized workers in the family.
- To capture the status of each member of family.
- Re-defining of Head of Family in case of death of head of the family, migration or no information available. Smaller nuclear family units may also be carved out of what had been captured in SECC. In this case multiple new Heads of the family may be identified.
- Aadhaar details for all members of family (if members available to provide consent).
- Mobile number
- Aadhaar consent
- Photo of all available members of family
- Nominee details
- Building a family network with Unorganized Workers as primary member and recording other member and their relationship to the worker along with those who are dependents.
- Bank account details with consent

In online environment, the device will connect with UWIN server for following activities:

- Login to UWIN server.
- Download data of SECC beneficiaries along with additional fields from UWIN server.
- Verify details linked to Aadhaar number/Virtual ID with demographic authentication.
- Update mobile number.

- Upload data of validated beneficiaries on UWIN sever.
- Search entire SECC database to locate migrant workers

The application will have provision, so that these activities may be performed in offline mode also by storing data on local device and then performing validations when connected to UWIN server. Worker will receive a message when the UWIN ID will be generated and in case of any concern he/she might be contacted again in order to complete the validation process.

Business Requirements

An android based mobile application will be created for data validation exercise along with an online portal. The application will have following functionalities.

Operator login and data download

Each operator will carry out validation exercise with beneficiaries by setting up camps, operating WFCs or through door to door survey as decided by the state government. The admin users of enrollment agency (Tehsil or District level) will map each IMEI number of tablet/mobile/desktop of an operator. The operator will be able to login from any registered device by using Username – Password Authentication. On successful authentication, beneficiary data of assigned block will be downloaded on to the device. Further UWIN server will also check if latest version of enrollment application has been installed on the device. Once data of unorganized worker along with additional details captured is validated, the operator will be able to upload it back to the UWIN server.

Key business requirements for this module are:

A. First login by operator

- Operator will be able to login on to the UWIN server using username and password based authentication.
- Operator login UWIN server with a combination of Username and Password provided by District Level User. It is verified from UWIN server whether the device is registered as operator.
- If both operator and device are registered, he is authenticated.
- If operator is successfully authenticated with UWIN Server, he will be generating a PIN. The PIN will be used in offline mode when the user will not be able to authenticate with the UWIN Server.
- It will be checked if the device has latest version of verification application software. (Version checking will not happen on every login).
- If latest version is not installed on the device, the operator will be forced to update version of verification application.

- Once version of verification application is updated, the operator will be able to download data of assigned Block.

B. Subsequent login by operator

- Operator will be able to login on to the UWIN server with either (a) Username Password authentication or (b) PIN based login.
- Pin based login will be used for logging in when connectivity is not available.
- During data upload, data download or sync operations, the operator will necessarily use Username - Password Authentication.
- The operator will be able to see dashboard on the home screen of the application.

Search module

When a beneficiary visits a registration camp or Worker Facilitation Center, he does not have any SECC identifier. Therefore a robust search module needs to be developed. The operator should be able to search details of complete family based on search parameters. Since SECC data is stored locally on the device, the search module works even if there is no connectivity.

Key business requirements for this module are:

- Operator is able to search any record based on following parameters:
 - Household Number of SECC (In case of Door to Door enumeration)
 - Name of any member of family along with location details such as Gram Panchayats, talukas etc

Search using UWIN of a family member:

If one of the family members has already registered and received a UWIN, the operator should be able to search details of other family members linked to registered UWIN or initiate a new registration linked to the already generated UWIN. If an individual has been listed as a spouse, child, nominee of an Unorganized Worker and now wants to register themselves as an Unorganized Worker, they would be able to do so by searching using UWIN of already registered family member and defining their relationship. If details provided by the individual are different from that previously declared by a family member, the individual's version shall be stored as the updated/final version.

Capturing household and member status

Once details of unorganized worker and family are retrieved from SECC data, the operator starts validation process by capturing following data points:

- Aadhaar No/Virtual ID (If aadhaar not available, EID can also be used for registration.)
- Name of the beneficiary as in Aadhaar
- Mobile Number
- Photograph of each Individual member
- Name and relation of nominee
- Bank Account Number and IFSC Code

Additional Data and documents will be captured during the enrollment process of a scheme. All relevant fields will be finalized before the commencement of the project. Few Fields that will be captured during the enrollment of scheme are listed below

- Bank Account Details and IFSC Code
- Secondary Occupation 1
- Secondary Occupation 2
- Annual Income of Self
- Annual Income of Family
- Account Type
- Nominee Address
- BPL/MAPL Status
- Migrant Worker
- State of Migrant Worker From
- Universal Account Number of EPFO
- Ration Card Number
- Minority Status

Key business requirements for capturing household and member status while performing Door To Door validation are:

- The operator marks status of household as one of followings:
 - Household Found (If at least one family member is available).

- Household not found (If confirmed by local government official that the house is available but no family member is present).
- Family migrated (If confirmed by local government official that the family has migrated).
- No member is living in household (If there is no information available about household).

Once household is identified but HoF has died, migrated or no information is available, then available beneficiary is authorized to choose a new HoF from given family members.

- If the household is available and the operator is able to see details of each member of that family, then operator marks status of each member as one of the following:
 - Member found & present.
 - Member found but not present.
 - Member migrated
 - Member died (verbally confirmed by either member present or local Government official).
 - No information available.
- If member status is marked as either of following, then no further information is captured about that beneficiary:
 - Member Died (verbally confirmed by either member present or local Government official).
 - Member Migrated (verbally confirmed by either member present or local Government official).
 - No information available (No information is available about member).
- If member status is marked as either of following, then other information like Aadhaar/Virtual ID,EID, Mobile, Consent etc are captured:
 - Member found & present
 - Member found but not present

Table 1: UWIN database fields and associated rules

#	Field Name	Source	Options	Editable/ Non- editable	Documentary Proof

1	State Code	SECC	-	Non-editable	-
2	District Code	SECC	-	Non-editable	-
3	Tehsil/Sub District Code	SECC	-	Non-editable	-
4	Name of the person	Aadhaare-KYC	-	Non-editable (As on Aadhaar)	-
5	Address	SECC	-	Editable	Mandatory - Proof of current address
6	Permanent Address	Aadhaare-KYC	-	Non-editable (As on Aadhaar)	-
7	Gender	SECC	1. Male 2. Female 3. Transgender	Non-editable	-
8	Date of Birth	Aadhaare-KYC		Non-editable (As on Aadhaar)	Mandatory Proof of Age certificate
9	Marital Status	SECC	1. Never married 2. Currently married 3. Widowed 4. Separated 5. Divorced	Editable	Not mandatory (provision to upload marriage, divorce, death certificate)
10	Name of Father	SECC	-	Editable	-
11	Name of Mother	SECC	-	Editable	-
12	Occupation	SECC	Drop down with the 122 types of	Editable	Mandatory - Self

	/ Activity		work classified as unorganized worker		declaration about being an unorganized worker
13	Main Source of Income / Earnings from	SECC	<p>0. rag picker</p> <p>1. Beggar</p> <p>2. Domestic worker</p> <p>3. Street vendor/ Cobbler/hawker / Other service provider working on streets</p> <p>4. Construction worker/ Plumber/ Mason/ Labor/ Painter/ Welder/ Security guard/ Coolie and other head-load worker</p> <p>5. Sweeper/ Sanitation worker / Mali</p> <p>6. Home-based worker/ Artisan/ Handicrafts worker / Tailor</p> <p>7. Transport worker/ Driver/ Conductor/ Helper to drivers and conductors/ Cart puller/ Rickshaw puller</p> <p>8. Shop worker/ Assistant/ Peon in small establishment/ Helper/ Delivery assistant / Attendant/ Waiter</p> <p>9. Electrician/ Mechanic/ Assembler/ Repair worker</p> <p>10. Washer-man/ Chowkidar</p> <p>11. Other work Non-work</p> <p>12. Non-work (Pension/ Rent/ Interest, Etc.</p> <p>13. No income From Any Source</p>	Editable	-
14	Disability	SECC	<p>1. In Seeing</p> <p>2. In Hearing</p>	Editable	Mandatory Disability

			3. In Speech 4. In Movement 5. Mental Retardation 6. Mental Illness 7. Other disability 8. Multiple disability 9. Not disabled		Certificate or Universal Disability ID (UDID)
15	Aadhaar No / Virtual ID	Directly from the beneficiary/ UIDAI Database	1. In Seeing 2. In Hearing 3. In Speech	Non-editable for Aadhaar but Editable for Virtual ID	Mandatory - Signed Aadhaar Consent Form scanned and uploaded
16	Mobile Number	Directly from the beneficiary	-	Editable	-
17	Photograph of each Individual member	Taken during validation with mobile device/ webcam	-	Editable	-
18	Name and relation of nominee	Directly from the beneficiary	Select one of the family members linked	Editable	Nominee's aadhaar number/ virtual ID (with consent form)
19	Bank Account Number & IFSC	Directly from the beneficiary		Editable	Mandatory Scanned Copy of Bank Account Passbook
20	Secondary Occupation 1		Drop down/search with the 122 types of work classified as unorganized worker + provision to enter manually	Editable	-
21	Secondary Occupation 2		Drop down/search with the 122 types of work classified as unorganized worker + provision to	Editable	-

			enter manually		
22	Annual Income of Self		<ol style="list-style-type: none"> 1. <10,000 2. 10,000- 1,00,000 3. 1,00,000- 5,00,000 4. >5,00,000 	Editable	-
23	Annual Income of Family		<ol style="list-style-type: none"> 1. <10,000 2. 10,000- 1,00,000 3. 1,00,000- 5,00,000 4. >5,00,000 	Editable	-
24	Nominee Address	Directly from the beneficiary	-	Editable	-
25	BPL Status	Directly from the beneficiary	<ol style="list-style-type: none"> 1. APL 2. BPL 3. Antodaya 	Non-editable	Mandatory Ration Card
26	Ration Card Number	Directly from the beneficiary	-	Non-editable	Mandatory Ration Card
27	Migrant Worker	Directly from the beneficiary	<ol style="list-style-type: none"> 1. Yes 2.No 	Editable	-
28	In case of migrant workers – domicile state	Directly from the beneficiary	<p>Dropdown with name of all states.</p> <p>If registered with any State Government as an Unorganized worker, provision to add registration number/ state UW ID</p>	Non-editable	Proof of Address from domicile state
29	Universal Account Number of EPFO	Directly from the beneficiary	-	Editable	UAN Card
30	Minority Status	Directly from the beneficiary	-	Non-Editable	Mandatory Minority Status Certificate

31	Spouse's Details	Directly from the beneficiary	Provision to add details of the spouse: <ol style="list-style-type: none"> 1. Aadhaar details 2. Mobile Number 3. Address (if it is different from the address already provided) 4. Is the spouse also UW 	Editable	Not mandatory (Provision to upload ration card, marriage certificate, self-declaration as UW, Aadhaar consent etc.)
32	Children's details	Directly from the beneficiary	Provision to add details of children: <ol style="list-style-type: none"> 1. Aadhaar details 2. DOB and Age 3. Bank Account details 	Editable	Not mandatory (Provision to upload birth certificate, mark sheets, proof of age, education details, schemes availed if any)
33	Dependent Parents	Directly from the beneficiary	Provision to add details of parents: <ol style="list-style-type: none"> 1. Aadhaar details 2. DOB and Age 3. Are they UW or have they been UW in the past 	Editable	Not mandatory (Provision to upload death certificate, proof of age, aadhaar consent, UW self-declaration etc)

Capturing Aadhaar and Consent

Once status of household and member is marked in the system, Aadhaar number/Virtual ID and consent will be captured by the operator.

As per UIDAI Circular 1 of 2018, Aadhaar Number holders will have an option of sharing Virtual ID (VID) instead of their Aadhaar number during Aadhaar authentication process. MSP shall ensure Aadhaar number holders can provide the 16-digit VID instead of Aadhaar number within the UWIN application and portal. Once validated, the storage of Aadhaar number is restricted and since VID is a temporary number, in order to ensure uniqueness of beneficiary in the database, UIDAI in

response to the authentication and Limited KYC request would return a unique UID Token. This token will remain same for an Aadhaar number for all authentication requests by the UWIN portal users. The UID Token will be a 72 character alphanumeric string meant only for system usage. MSP will ensure that the UWIN database has the provision for storing UID token along with Aadhaar number. The UWIN application should also have the functionality to carry out demographic match by using UID token instead of Aadhaar number in authentication input.

In case of online connectivity, the operator has provision of instant demographic authentication with UWIN server (which in turns validates with UIDAI CIDR). Demographic authentication will be done with UID and “Name on Aadhaar”. The operator will get immediate response from UWIN server if Aadhaar is authenticated (if connectivity is available).

However, if connectivity is not available during validation exercise, the demographic authentication will take place in the background. In case Aadhaar number/Virtual ID of beneficiary is not successfully authenticated, the beneficiary will be marked as “failed authentication”. The operator will be able to edit Aadhaar number/Virtual ID and Name on Aadhaar for non-authenticated beneficiaries for re-verification. The operator visits beneficiary again or beneficiary is asked to visit the nearest WFC to capture correct Aadhaar Number/Virtual ID and Name on Aadhaar card. The data is again uploaded on to the UWIN server and this process continues till data is validated for all beneficiaries in assigned enumeration block.

Once Aadhaar is demographically authenticated, a green flag is marked in front of Aadhaar number.

The operator provides paper based consent form to the beneficiary, who signs and returns back to the operator before the Aadhaar details are captured.

Available family member will be allowed to submit details of other family members, who are not present. For non-available family members, all fields except photo will be captured. However presence of at least one family member is mandatory for data collection of non-available family members.

The Aadhaar numbers/Virtual IDs uploaded on the UWIN server are verified with demographic authentication. Demographic authentication will be done with UID and “Name on Aadhaar”.

The operator will physically verify if name on Aadhaar/EID is similar to name in SECC database to ensure that Aadhaar belongs to same person. He will mark a flag on system whether name is verified and operators will be given a provision to update the database as per latest information available on Aadhaar card rather than relying on SECC Database for name.

To sum up, there will be 4 scenarios while capturing identification documents for each family member:

- 1) Beneficiary has Aadhaar card: Aadhaar card is scanned with QR code. If QR code is not captured, then number is manually captured. The beneficiary will also have the option of stating that the Virtual ID created by the beneficiary be entered instead of the Aadhaar number. If Aadhaar is captured with QR code, then “Name on Aadhaar” will be automatically captured in an editable box. However if Aadhaar is captured manually, then Name is populated as present in SECC database through Search function of the application. Later the correction in the name can be performed once the demographic authentication fails. The operator also collects consent form.
- 2) Beneficiary provides Aadhaar number/Virtual ID but does not have Aadhaar card: Aadhaar number/Virtual ID is captured manually. The Name should be automatically populated in an editable text box from SECC database through Search function of the application. The operator also collects consent form.
- 3) Beneficiary has EID number: EID number is captured along with photocopy of EID slip, which is scanned by the operator. The operator also collects paper based consent form.
- 4) Beneficiary does not have Aadhaar/VID/EID: Beneficiary does not have Aadhaar card or the EID, the enrollment of the beneficiary will not happen till the time he/she presents the Aadhaar card in case of door to door enrollments. But in case of Worker Facilitation Centers unorganized workers will be able to register for Aadhaar card. Post registration the user will be shared with EID which they can use for the registration purpose

Capturing Mobile number

Mobile number is vital information for informing beneficiaries about enrollment confirmation. Hence mobile number is mandatory to be captured for all beneficiaries. Multiple members may share same mobile number. If mobile number is not available, the beneficiary is advised to produce mobile number of other family/relative/friends.

A flag is maintained whether mobile number belongs to self or family/relative/friends.

The mobile number is captured for following categories of members:

S No	Scenario	Member availability
1	Member available	Yes
2	Alive but not present	No

Capturing Photograph

Photograph serves as important parameter for identification of beneficiary during service delivery.

The provisions should be made in the application so that a box appears on the camera, which enables operator to capture full face clearly.

The operator will capture photograph of all available members.

Capturing Relationship with Unorganized Worker

For each beneficiary, the relationship with unorganized worker will be captured. The relationship categories will be are listed below

Key business requirements for capturing Relationship with UW are:

The categories of relationship are:

- Self
- Spouse
- Father
- Mother
- Son
- Daughter
- Brother
- Sister
- Grandson
- Granddaughter

An additional field to capture their dependent/non-dependent status with respect to the unorganized worker is also captured.

Nominee Details

Beneficiary can choose any member as nominee from within family. In case beneficiary wants to nominate someone who is not part of SECC data, then his name and relationship will be captured.

Data upload

Once validation is completed for all members of family, the validated data needs to be uploaded on UWIN server. The operator and device will be authenticated at time of data upload. This requires Username – Password based authentication. The authentication is mandatory, every time data upload process takes place. On successful completion of upload process, a confirmation message is displayed on the device.

In case of online connectivity, the Aadhaar Demographic authentication will happen on the spot while beneficiary details are being captured. The operator will get immediate response from UWIN server if Aadhaar is authenticated.

UWIN Generation

Once data is successfully uploaded on UWIN server, the status of beneficiary changes to “ready to print” in the device.

The “ready to print” status will be activated only after mandatory completion of all of following processes:

- 1) At least one member who is unorganized worker is present and is validated with ID proof (demographically authenticated Aadhaar)
- 2) Status is captured for all family members and household has been successfully uploaded on UWIN server.

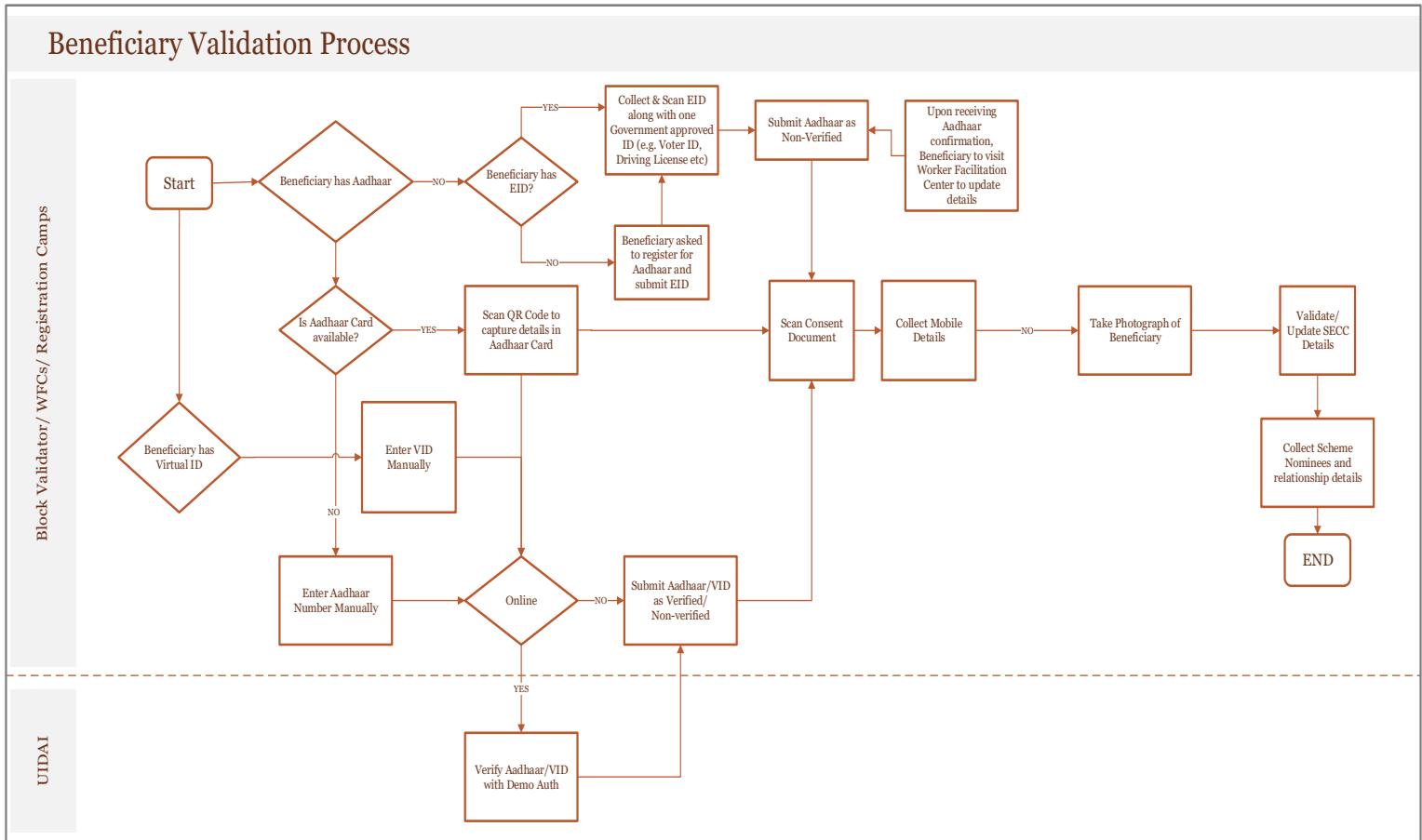
Following details are printed on the paper:

- 1) UWINID
- 2) Photo
- 3) Name
- 4) Father/Husband name

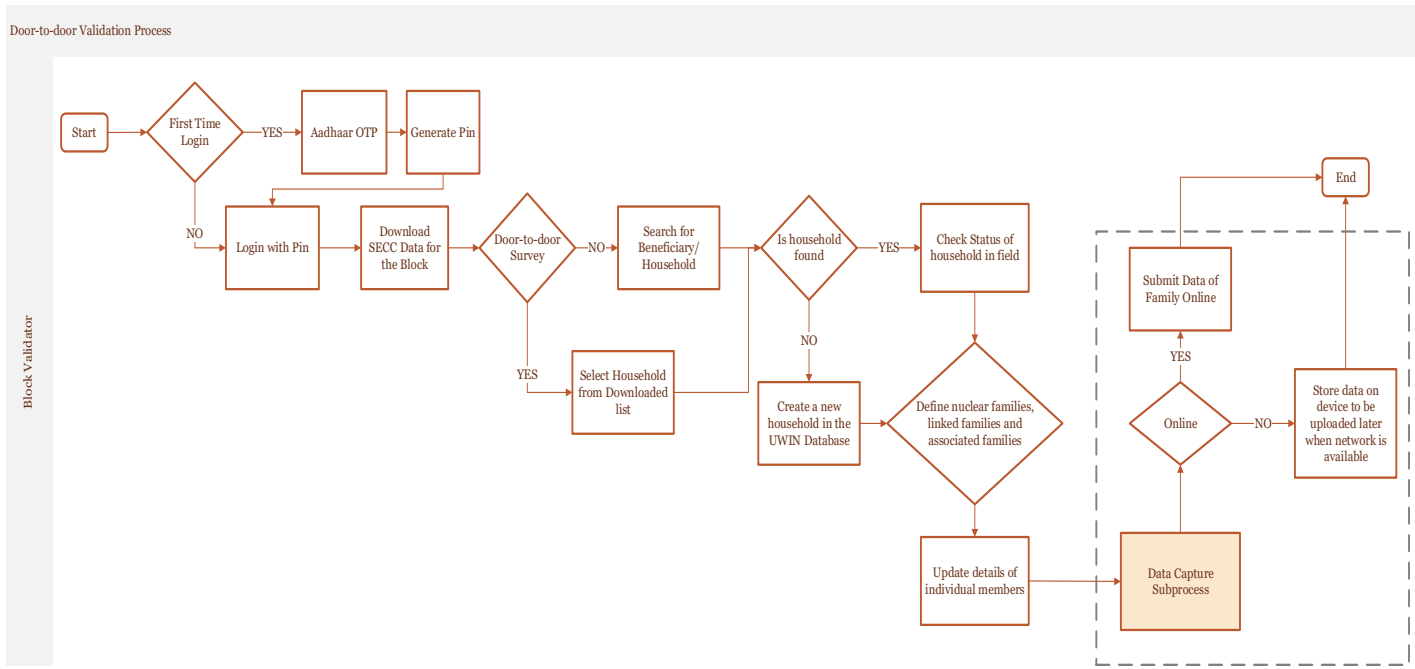
5) Gender

Once UWIN becomes “ready to print”, a confirmation SMS is sent to mobile number of beneficiary whose name is printed on normal A4 size paper when enrollment happens in a camp and if performed on the field the beneficiary will receive a SMS which consists of UWIN ID on the registered number.

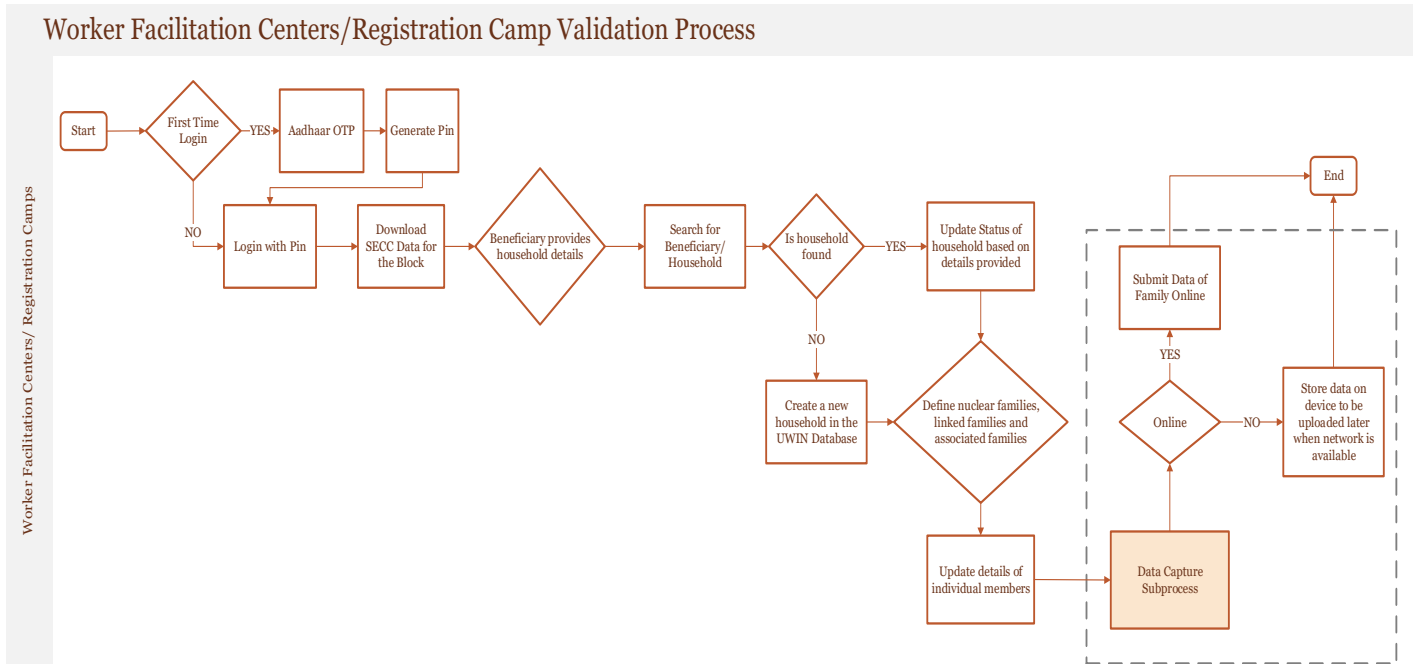
Beneficiary Validation Process:



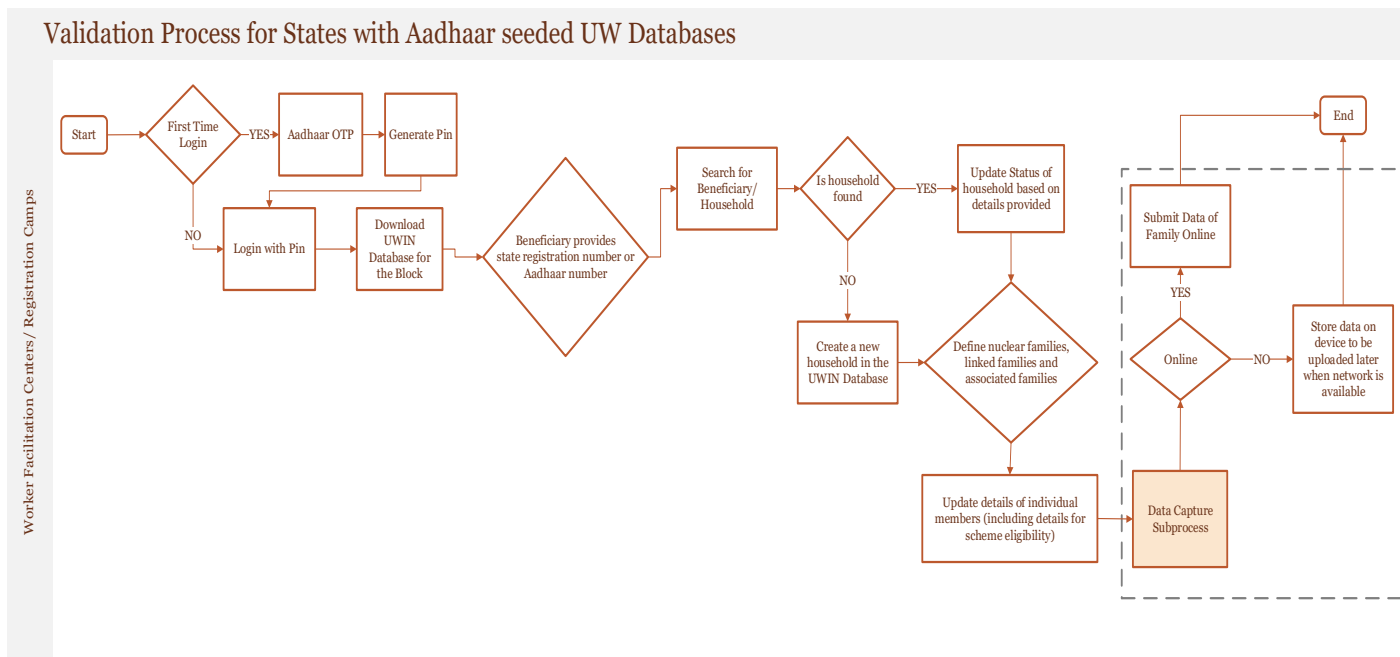
Door-to-door Validation Process:



Worker Facilitation Centre/Registration Camp Validation Process:



Validation Process for States with Aadhaar Seeded UW Database:



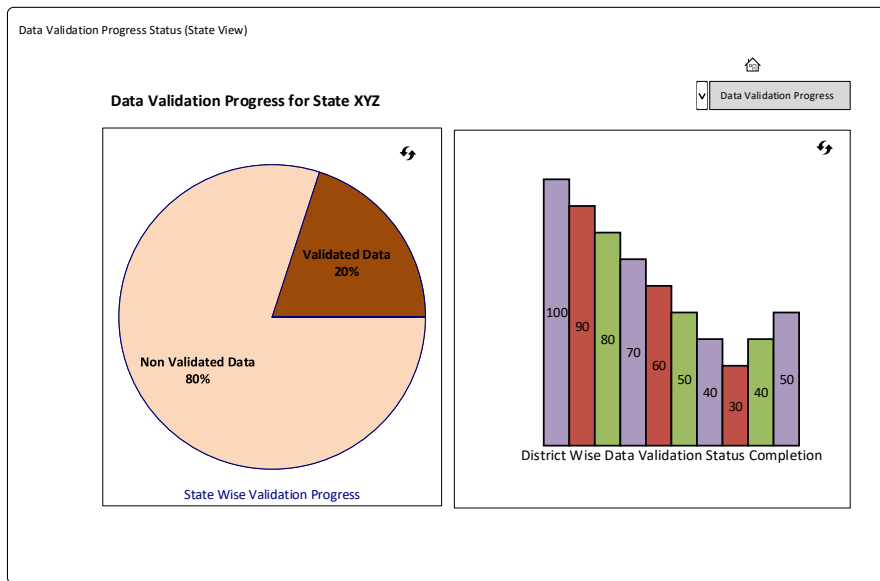
10.1.1.4. MIS & Reporting

A web portal will be created for BI and MIS.

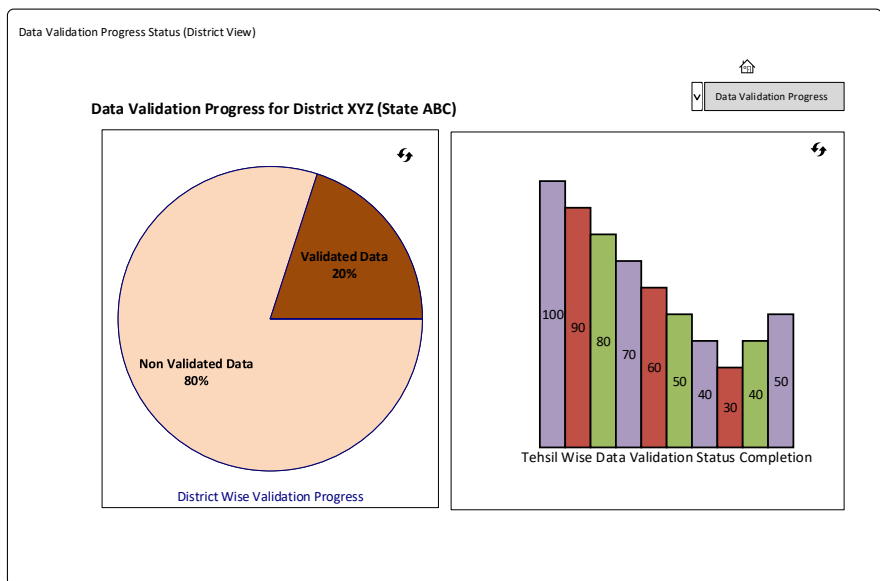
Below are few generic example of type of reports that can be generated using the portal.

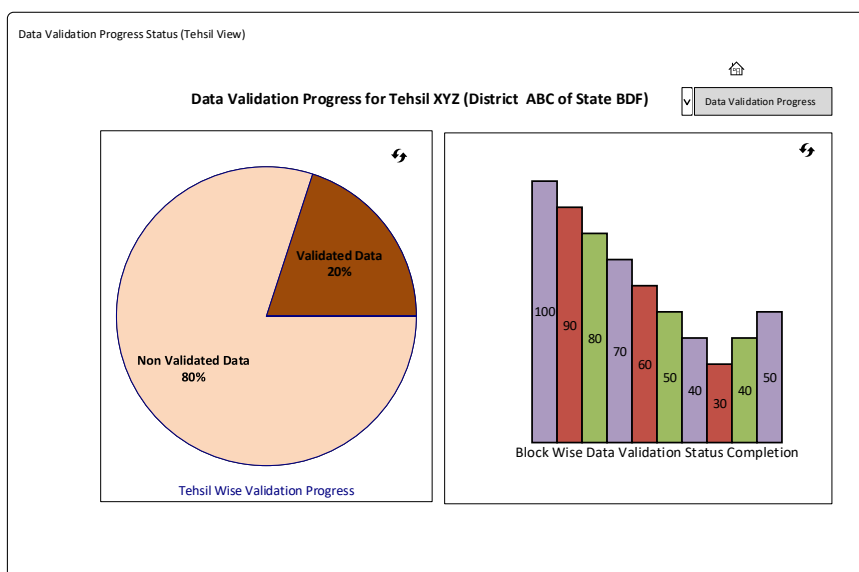
1. Data Validation Progress (National to Blocklevel Drill down View)

Data Validation progress can be displayed again on National/State/District/Tehsil level by selecting the Data validation KPI from the dropdown as shown below. Depending on the type of user logged in – National level, State Level, District Level, Tehsil Level the default view would be set accordingly. For example if a center level user is logging in his default view would be national level view and he can drill down to any state, district, tehsil, block and so on. The default view for state user would be the state level view and he can drill down to any district, tehsil, block for that state. The system should prevent the state/District/Tehsil user to see data of any other state/District/tehsil.



Clicking on a particular district would lead to similar views for a particular District/Tehsil and finally one can also look at the block details.



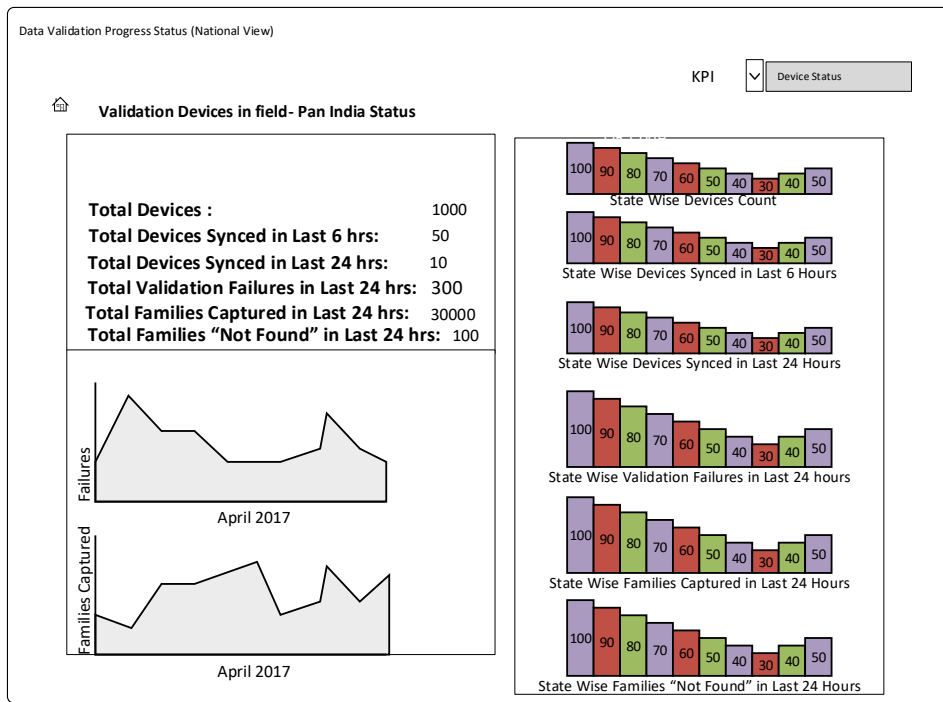


2. Aadhaar seeding (Demographic authorization)

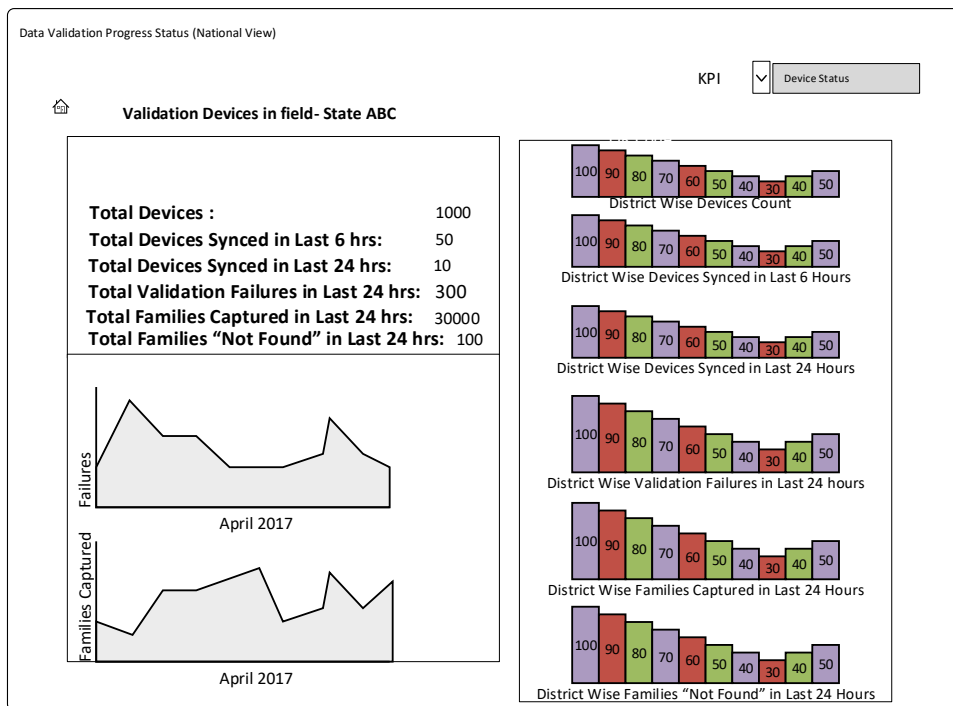
Aadhaar Seeding can be displayed again on National/State/District/Tehsil level by selecting the Aadhaar seeding KPI from the dropdown. Depending on the type of user logged in – National level, State Level, District Level, Tehsil Level the default view would be set accordingly. For example if a center level user is logging in his default view would be national level view and he can drill down to any state, district, tehsil, block and so on. The default view for state user would be the state level view and he can drill down to any district, tehsil, block for that state. The system should prevent the state/District/Tehsil user to see data of any other state/District/tehsil

3. Device Status

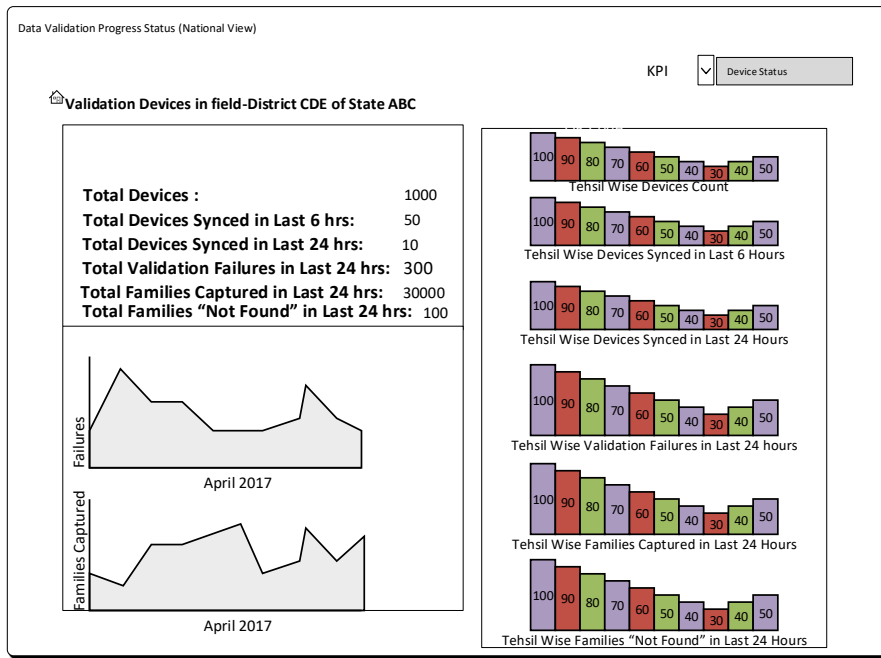
The Device status (such as Number of Device Syncing, Number of validation failures etc. can be viewed in the following Dashboards)



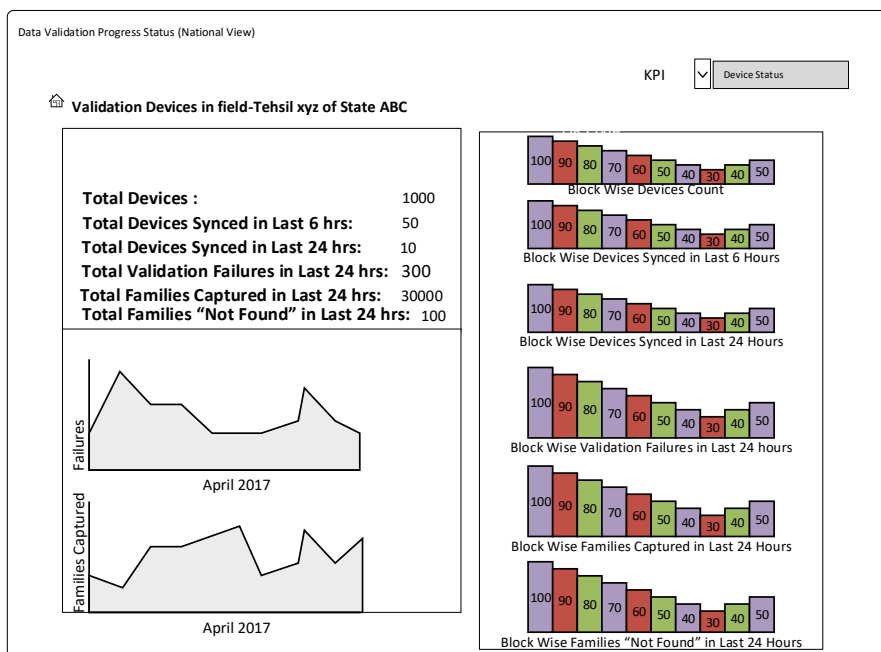
Nation Wide Status



State Wide Status



District Wise Status



Tehsil Wise Status

4. Number of UWIN IDs blocked

User will be able to VIEW data as per agency/state/district/time period. All users (Both Government and Validation Agency) may view/download progress report during validation exercise (only for assigned blocks as per level).

10.1.2. User Management & UWIN Portal

The portal is dedicated to UWIN services and is a single point of information dissemination and exchange among MoLE, States, Beneficiaries and Validators. The portal has been developed in English and Hindi, There is an option of choosing language on each page of portal.

Apart from the portal, a user management module has been developed which allows authorities at centre/state/district/tehsil level to manage the process of creation and modification of various levels of users in the system.

Functional Requirements

Below are the few functionalities that shall be available in the module:

1. Compatibility with English and Hindi
2. Enable creation/ deletion/ data modification of various levels of users at the centre/state/district/tehsil and validator level users.
3. Creation of agency users at state/district/tehsil level.
4. Map each state/district/tehsil/ enumeration block to their respective users as well as allow modifications to the allocations.
5. Map each enumeration block to an Operator/WFC level user and a device through web portal.
6. Ability to download SECC data for all assigned enumeration blocks to the respective users.
7. Ability to view MIS reports at various levels.

8. Enable authorized users of the portal to manage the content under various categories of information available in terms of addition/ deletion of matter.
9. System ability to keep a log of all activities on the portal.
10. Provision of authenticating users with Username –Password based authentication in online mode. All users other than block validators would be authenticated in online mode.
11. Provision of downloading SECC data for assigned enumeration block through validation app.
12. Provision of uploading data through validation app.
13. Provision of sharing beneficiaries' data with authorized users (State, District, Tehsil and Operator level) as per geographic level grouped enumeration block wise.
14. Provision of registering mobile devices used for field validation based on their IMIE number.
15. Provision of assigning enumeration blocks to Operators and Devices.

Detailed functional requirements UWIN Portal & User Management Application are listed below:

10.1.2.1. Module Description & Portal features

The selected agency will design, develop, set up, operate and maintain the proposed UWIN portal. The portal will be dedicated to UWIN services and will be a single point of information dissemination and exchange among MoLE, States, Beneficiaries, and Validators. The portal will be developed in English and Hindi .There will be option of choosing language on each page of the portal.

The tentative list of functionalities available on portal are listed below:

S. No.	Items
1	About Us- Vision, Mission, Background, About Schemes, Organization set up, Project Governance Structure, Escalation Matrix
2	Legal Framework, Rules, regulations, Notifications, Circulars, Archive
3	Your UWIN, Features, Usage, Dashboard, FAQs, Glossary
4	Enrollment Agencies, Enrollment Agencies Search, National, State and District wise UWIN

	saturation, Enrollment Documents
5	Beneficiary Interface Services: Enrolment and Update, Generation, Self-Search, UWIN Search, UWIN Printing, Scheme Search and eligibility, Feedback
6	Notification, Circulars, Guidelines, Minutes of meetings, Press releases, Model Tender documents, FAQs, Testimonials
7	External Links- State websites, other MoLE websites, Aadhaar, Social Media links
8	Events and workshops
9	Training Material Repository- User Manuals, training manuals, Software Downloads
10	Media Gallery- UWIN in Print, Broadcast, Telecast, Photos, Videos, latest Update and Highlights, Latest News, Press Releases
11	Forum
12	Newsletter
13	Feedback
14	Contact Us (Central, Regional, State-wise, District-wise)
15	Policies- Disclaimer, Copyright Policy, Hyperlink Policy, Terms and Conditions, Web Policies, Privacy Policies, Accessibility Statement (GIGW requirements)
16	MIS and reports regarding Enrollments, Validation, Updates etc.
17	Other Resources

The content and format of various heads will be finalized at the time of FRS & SRS preparation.

Portal should be designed in a way that it is easy to use and navigate. The content should be organized as per visitors' expectations. This is to be done by structuring content to give direct access to most sought-after /important information through the home page itself and also by ensuring that user is able to reach any part of the website with minimal number of clicks.

To manage all portal contents, separate user friendly content management system should be provided with following general features:

- a) Admin user to be able to create, publish/unpublished and delete all the contents.
- b) Admin user should be able to sort data, search data.
- c) Sub-menus can be created based on the page-tree as pages are added and subtracted.
- d) Metadata can be inserted for each page or globally, and for different languages
- e) Administrator should be able to publish latest content on the portal.

The portal should be mobile friendly and Search Engine Optimization (SEO) friendly.

Administrators should have access to one log in the backend or individual logs on each page where they can view changes that have been made to the database.

A hierarchical visual model of the pages of a web site should be available. Site maps help users navigate through a Web site that has more than one page by showing the user a diagram of the entire site's contents.

For the effective uses of the supplied software/application licenses & their functionalities, the selected vendor must compulsorily provide classroom training for MoLE officials. Following training needs are to be provided by the selected agency as part of the scope:

- Content Management Training
- Application Training

10.1.2.2. Key Stakeholders and Assumptions

Stakeholders

- MoLE
- Beneficiary

Pre-requisites and Assumptions

1. Since UWIN Portal will be a single point of information, necessary APIs to integrate with other modules of UWIN like NCS, ECIS, along with all the interfaces listed by MoLE during the development phase need to be built in.
2. The portal will be easily accessible from mobile phones.

10.1.3. Beneficiary Interface

Functional Requirements

A portal shall be developed which will be an interface for the beneficiaries to perform various activities relevant to the scheme and scheme related benefits. The Beneficiary Interface Portal shall have the following functionalities:

1. Enable Aadhaar/Virtual ID OTP based authentication of beneficiaries.

2. Beneficiaries will be able to search their record on this portal using a robust search engine. Non-validated beneficiaries will also be able to check their eligibility in the scheme before going for validation.
3. Beneficiaries will be able to request for self-printing of their UWIN by providing their Aadhaar OTP authentication.
4. Beneficiaries will be able to provide feedback related to the scheme related services and stakeholders on this portal which will be available to the state government for analysis and action.

Detailed functional requirements Beneficiary Interface Application are listed below:

10.1.3.1. Module Summary

Beneficiary Interface Module will be a single point of reference for all interactions with beneficiaries. The portal will be developed in English and Hindi .There will be option of choosing language on each page of portal.

The Beneficiary Interface Portal should enable all beneficiaries to perform the following activities:

- **Self- Search/eligibility check:** Beneficiaries will be able to view information related to Central and State Social Security Benefit Schemes that are available for unorganized workers along with their corresponding entitlements and eligibility criteria. Beneficiaries will also be able to check if they are eligible in the schemes. For this, a robust search module has to be developed.
- **Scheme Enrollments and Eligibility:** Beneficiaries will be able to check their eligibility for multiple state and center government schemes along with that a list of already registered schemes.
- **Self-Printing of UWIN:** Beneficiaries will be able to print their UWIN by providing any one of the parameters- UWIN ID/ Aadhaar number/Aadhaar Virtual ID/mobile number. Once details are retrieved, the beneficiary can take a print-out of the UWIN. This functionality again will be restricted, to be made available via authentication (Aadhaar OTP) only.
- **Feedback:** Beneficiaries will be given a platform to provide feedback on scheme benefits, services, etc.

Also, the portal will be designed with “Mobile First” approach. This essentially means that it will be accessible on any mobile phone. Usability and accessibility of portal is critical for high quality user experience.

It will be ensured that Aadhaar number of any user is not displayed in any functionality.

MSP shall ensure provisions such as Aadhaar Data Vault and UID Tokens are a part of the solution in order to ensure enhanced privacy within the UWIN system while authenticating uniqueness of beneficiaries.

The following section provides description of sub-modules for Beneficiary Interface Module.

10.1.3.2. Self-Search

This functionality will enable the beneficiary to search himself in UWIN database. Further there will be provision of searching himself before validation to find out if he is a beneficiary.

MoLE will provide an Enterprise Search Solution. The selected agency will integrate with the Enterprise Search Solution and develop front end.

Thus beneficiary will be able to search himself before validation or after validation. The search functionality will be available only after Aadhaar based OTP authentication.

Process for search before Validation to find out if he is beneficiary

The process for search before validation is as follows:

- Beneficiary visits the Beneficiary Interface Portal and selects the “Find out if you are beneficiary” functionality.
- Beneficiary will be shown a message that this functionality is available only if he has Aadhaar number/Virtual ID available and his mobile is seeded in UIDAI.
- Then the beneficiary will be asked to enter his Aadhaar number/Virtual ID.
- Based on Aadhaar number/Virtual ID provided, Aadhaar based OTP authentication will take place. The beneficiary will receive an OTP on his mobile number (which has been seeded with UIDAI), which he has to enter. Only on successful authentication, the beneficiary can move to search screen.
- Then the beneficiary is asked to choose a Tehsil after drilling down. First he will choose his State, then his District and then Tehsil.

- Then the beneficiary will be asked to enter his name. The system should display all matching and closely matching names within that Tehsil. Some additional fields like Father/Husband Name, Head of family Name, Village/Town/Ward name etc will be also shown to the user.
- If Search is successful then the beneficiary will be shown instructions to get validated.

The system should maintain of trail of search parameters to ensure that any abnormal user behavior is flagged.

Process for search after Validation

The process for search after validation is as follows:

- Beneficiary visits the Beneficiary Interface Portal and selects the “Find your UWIN ID” functionality.
- Beneficiary will be shown a message that this functionality is available only if he has Aadhaar number/Virtual ID available and his mobile is seeded in UIDAI
- Then the beneficiary will be required to enter below details (any one of following):
 - UWIN ID
 - Aadhaar Number/ Virtual ID
 - Mobile number
- Based on the details provided, beneficiary authentication will take place with either of following method:
 - **Aadhaar based authentication:** If beneficiary has his Aadhaar listed with UWIN system and he has seeded his mobile number with UIDAI, an OTP will be sent on mobile number, which has been seeded with UIDAI.
- On successful authentication, the information about family of beneficiary will be retrieved and shown to the user. The information will have UWIN ID, Members name, Age, Gender and Address. Aadhaar number of any member will not be shown.
- If it is found that same mobile number has been registered for more than one family, then all such families will be shown.

10.1.3.3. Scheme Enrolments and Eligibility

It is expected that approximately 36 states and UT’s will be using the UWIN Platform for creation of unorganized workers identification number. A beneficiary may also want to see a consolidated view

of all his enrollments along with eligibility criteria for other schemes on a single platform. For this purpose, a module will be required on the Beneficiary Interface Portal which will give beneficiaries a consolidated view. Access to this module will be through authentication so that data confidentiality can be maintained. The following details will be visible when a beneficiary tries to see enrolments under their UWIN:

- **Name of the beneficiary along with family details:** Name of the unorganized worker along with family details
- **Scheme Details:** A Complete List of all the registered schemes will be presented
- **Amount Credited:** Benefits being passed to the individual by the state/central government will be shown in this section.

The process viewing details on the Beneficiary Interface Portal is as follows:

- Beneficiary visits the Portal and selects the language.
- Beneficiary visits the Beneficiary Interface Portal and selects the “Enrolment History” functionality.
- The beneficiary will select below authentication mode
 - UWIN ID
 - Aadhaar Number/Virtual ID
 - Mobile number
- Based on the details provided, beneficiary authentication will take place with either of following method:
 - **Aadhaar based authentication:** If beneficiary has his Aadhaar listed with UWIN system and he has seeded his mobile number with UIDAI, an OTP will be sent on mobile number, which has been seeded with UIDAI.
- On successful authentication, complete data will be retrieved and shown to the beneficiary.

10.1.3.4. Skill Mapping, Employment Exchange and Skill Upgradation

The Database may be further enriched with details about the worker that would help with either accessing employment opportunities concurrent with his/her existing skill sets or providing the information pertaining to which skill sets are to be acquired.

Following details are furnished by the beneficiary that will assist in skill mapping and accessing employment opportunities:

- Primary Occupation
- 2 secondary occupations
- Location
- Number of years/months experience in each occupation

This would provide employers in various locations with a ready list of Unorganised Workers to choose from. Additional details such as present and future requirement in terms of skills and resources can also be acquired from the employers in order to understand trends with respect to job opportunities and skills in demand.

In the future when integration with National Career Services and National skill Development Mission are undertaken additional details may also be captured from the workers such as:

- Education level
- Additional training (formal and informal) undergone
- Interest in acquiring new skills

Analysis of details furnished by workers and employers together can help in generating valuable insights in terms what the skill gap is in terms of employment opportunities. This will further help policy makers design more effective skill upgradation programmes.

10.1.3.5. Printing of UWIN

If beneficiaries wishes to print out the UWIN on a paper, the portal will offer them a functionality to take a print out of their UWIN on to a selected paper. Beneficiaries will have the option to download their UWIN cards. Cards will have following details printed:

- 1) UWINID
- 2) Photo
- 3) Name
- 4) Father name
- 5) Gender

Once beneficiary details are retrieved from the UWIN server, a preview will be shown to the beneficiary and print command can be given.

The process to print UWIN card on the Beneficiary Interface Portal is as follows:

- Beneficiary visits the Beneficiary Interface Portal and selects the “Print Card” sub-module
- The beneficiary will be asked to furnish the below details (any one of following):
 - UWIN ID
 - Aadhaar Number/ Virtual ID
 - Mobile number
- Based on the details provided, beneficiary authentication will take place with either of following method:
 - **Aadhaar based authentication:** If beneficiary has his Aadhaar listed with UWIN system and he has seeded his mobile number with UIDAI, an OTP will be sent on mobile number, which has been seeded with UIDAI.
- On successful authentication, the beneficiary will be able to “download” or “print” UWIN card.

10.1.3.6. Feedback Module

The Beneficiary Interface Portal will offer a platform to beneficiaries to provide their feedback related to scheme about stakeholders and services. The feedback will be captured by filing online forms.

Collection of Feedback

In order to ensure that the feedback is authentic, the beneficiaries can access this module by providing their UWIN ID and if authenticated through /Mobile, they will be allowed to provide feedback. The feedback form has to be a dynamic form with various drop downs. Based on the category selected, the subsequent drop downs should display options accordingly.

If beneficiary selects “Schemes” in the feedback category drop down, the subsequent drop down should display the following options:

- Regarding Scheme
- Regarding Services
- Others

Transfer of Feedback to States

The system will collate the feedback and make it available to the State Government for necessary action. The State Nodal Agency (SNA) User will be able to view feedback for his state. The SNA user will be able to download the feedback in form of PDF files and take necessary action.

MIS about Feedback

The Centre user of MoLE will be able to view MIS to study the feedback. He will be able to analyze feedback reports by segmenting of data by geography /state/type of feedback/time period etc.

10.1.3.7. Key Stakeholders and Assumptions**Stakeholders**

- Beneficiary
- MoLE
- State level users

10.1.4. Grievance Management

A well-coordinated Grievance redressal mechanism will be put in place to capture and monitor complaints/grievances by all stakeholders -- by the beneficiaries (against denial of any service) and other stakeholders (including but not limited to District Administration, State government etc.). Complaints will be registered, acknowledged, escalated for appropriate action, resolved and monitored at various levels.

Stakeholders can file complaints on the portal, or, through email/call which are captured onto the portal. Grievances can be relayed by stakeholders through the UWIN portal and other various channels. All grievances would be logged and tracked in the Grievance Management application. This would be a web-based application accessible through the Helpline and call center.

The Grievance Redressal Officer (GRO), or any other role as mandated by the MoLE, would be responsible for the logging, tracking and closure of all grievances.

MSP is required to understand the detailed functionality, based on the requirements mentioned below:

Complaints received via different channels would be logged into the grievance portal by the appropriate officer. Various modes of grievance registration are:

- UWIN Portal – On clicking the Grievance section, the portal will redirect to the Grievance Management portal
 - Grievance Management portal – Grievances can be directly filed on the grievance portal
 - UWIN Call Center – The Call Center operator would have access to the Grievance Management portal where all grievances/ complaints received via calls are filed
 - Off-line modes –emails; news articles; social media posts etc. Such complaints would be logged by the GRO, or a role that would be mandated based on consultations with the MoLE.
1. Register Complaint – the beneficiary would be able to register a grievance on the portal and would be assigned a unique Grievance ID for tracking. The GRO would also have the ability to file a complaint on behalf of other stakeholders with sufficient cause, for e.g. feedback letters to the government etc.
 2. The GRO would also be able to create categories of various stakeholders and also define categories of complaints in the system. The GRO would also define an escalation matrix in the system so that complaints can be escalated if not resolved within a timeframe, set also within the system.
 3. The GRO would have the ability to edit a complaint and also edit the status of each complaint. The Status of the complaint may be registered and intimated; in-progress; feedback received; Discarded; closed; escalated; Resolved and Closed.
 4. The UWIN system would also allow the filing of grievances using the call center and helpline functionality. A dedicated contact center will be set up which will have a system of feedback where unorganized workers and other stakeholders will be able to provide their feedback about the services received. This contact center will also facilitate in registering complaints and grievances.
 5. The system would provide extensive reports and dashboards, visible to Users as per the permissions granted to them by the GRO as per their role. The reporting module would allow the User to search and filter for complaints based on Region, Date, Status, type of complaint

10.1.5. Scheme Management

A portal shall be developed which will be an interface for the government users to perform various activities relevant to the scheme and scheme related benefits. The Scheme Management shall have the following functionalities:

- 1) Enable Username Password based authentication of all state/center users.
- 2) Users shall be able to define eligibility criteria for various schemes state or center, where government users shall be provided with MIS/BI data for decision making.
- 3) Government Users (State or Center) shall have the view of eligible workers for a particular scheme as that enables them to allocate funds for a scheme.
- 4) State/Center users shall have access to view the current execution status of the schemes along with users being provided access to execute a scheme as well.
- 5) State/ Center Users shall have access to the schemes according to the hierarchy followed along with ownership of the scheme. Scheme can be decommissioned from the portal by an appropriate user being the owner of the scheme.
- 6) Manage the total amount assigned to each state.
- 7) Recording, managing and monitoring the policy start and end dates for all states.
- 8) Manage the policy extension process for all states.
- 9) Manage the policy renewal process for all states using this portal.
- 10) User management module for creation and modification of authorized users.
- 11) MIS and reporting functionality

10.1.6. MIS and BI

Over a period of time, this data will be accumulated to provide a wealth of information for useful analysis to bring out interesting patterns and exceptions. It is desirable to make use of an appropriate business intelligence system to analyze and correlate the data and generate reports in various forms, which would provide necessary inputs and help in analyzing scheme patterns and tracking unorganized workers with scheme benefits etc.

The BI and analytics platform would comprise of the following components

- a. Data-warehousing and analytics
- b. Visualization and reporting

10.1.6.1. Data-warehousing and Analytics component

1. The data-warehousing platform should have capability to perform daily incremental load.
2. Understanding, mapping and define rules for migration from different sources.
3. Data cleansing techniques should be included to clean data at migration level.
4. The tool should be capable to handle extraction, transformation and loading of both structured and unstructured data from various data sources.
5. The tool should be robust to build analytical infrastructure with migrated data. The migrated data would comprise of transactional data, unstructured data such as text files, images, web files, research documents etc.
6. Functionalities such as Map-Reduce and integration with distributed file structure should be present.
7. The data-warehousing landscape should be capable to handle huge volumes of data.
8. It should be ideally integrated with data mining tool, which would have capacity for different techniques of statistical modelling.
9. The solution should create a single source of truth by integrating disparate data from multiple sources and use that for analysis.
10. The solution should have built-in, or integrated tools for enterprise grade ETL operations from a large array of traditional and nontraditional data sources and should have high performance transformation capabilities
11. The solution should provide for Data Mining through the use of powerful wizards that can help create complex data mining models quickly and should support simple but rich set of APIs to extend the use of the Data mining models.

12. Proposed solution should have capabilities for online analytical processing.
13. Proposed solution should have embedded Advanced Analytics and statistical tools capable of performing advanced statistical modelling and analysis on data (including but not limited to regressions, ANOVA, clustering etc.)
14. The proposed solution should be capable of search based data discovery.
15. All tools in the solution should comply with same security, access, administration attributes.
16. The solution should have support for Big Data sources. The solution should be able to analyze big data and generate visualizations on the fly, without any performance degradation. Features like generating word clouds or creating network plots are required.
17. It allow for connectivity with proposed DBMS. Compatibility to leading Operating Systems is must.
18. Solution should have an in built Backup, Archive, and Restore solution to protect data and ensure availability after System hardware failures, Application failure or corruption, Data corruption or loss, user errors or Disasters.
19. The solution should have the capability to provide refresh-only capability to a user group. The solution should provide a rich set of data mining features that can be used for classification, regression, clustering, detection of outliers and anomalies, feature extraction, association analysis etc.
20. The solution should support information exchange between the data mining component and the Analytics/Data warehouse component so that inputs for data mining can be taken from analytics/Data warehouse component tool and vice – versa on a common user platform.
21. The system shall have a capability to define fraud scenarios and configure business rules based on pre-defined triggers

10.1.6.2. Visualization and Reporting Component

1. The Reporting tool should have robust visualizations such as graphs, charts, and histograms.
2. The reporting tool should have slicing and dicing features facilitating ad-hoc management reporting on the fly.

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3. The reporting tool should have basic statistical modelling properties, so that users can create clusters, regression analysis, and other modelling techniques dynamically.
 4. The reporting tool should output data in various formats.
 5. The Reports generated by the system should be made accessible through API or an interface (for portal) to be viewed by the authorized users. The tool should enable different types of users to perform analysis on data across the Enterprise without the need to Subset / sample / create multiple views of data. The interface for the authorized users should be simple with user friendly features such as drop down list, drag and drop utilities etc., and should be built with focus on users with elementary statistical knowledge.
 6. DBAs and end users to use a web-based portal to evaluate and understand the state of their system
 7. The management console should be Web based and should not require any client installation.
 8. The solution shall provide a common management console to monitor multiple systems in Test, Development, production systems across multiple instances and across locations
 9. Proposed solution should be capable of seamless integration with leading Office tools both for import and export of data and reports in multiple formats. The solution should allow data to be accessed from any industry standard data source using native connectors. It should also allow data load jobs to be scheduled to automate the process of loading data into the system for Analysis
 10. Data Visualization tool capable of interactive visualizations. Preference would be given to tools with auto charting facilities.
 11. The analytics and reporting solution should integrate a market leading Data Visualization tool capable of interactive visualizations. Preference would be given to tools with auto charting facilities.
 12. Solution should be capable of generating highly formatted, interactive reports/ dashboards with or without parameters. Should also have strong ad hoc report generating capabilities.
 13. The solution should have the ability to format (page size, row, columns, fonts, colours, tables etc.), allow data manipulation (slice & dice multidimensional data on the fly, pivoting, sorting,

ranking, rearranging columns, etc.). The solution should have drill-down capabilities (ability to drill down to various levels of a hierarchy).

14. The solution should have the capability of raising exception alarms (e.g. email notification). Should provide for exception reporting (ability to set certain thresholds).
15. The solution should have user friendly GUI to allow easy generation of reports and exporting capabilities (ability to export resulting data to other applications such as Excel, Notes, CSV.).
16. The solution should have integration capabilities e.g. ability to integrate in existing portal. The solution should be able to publish all the reports on the portal and have the ability to archive reports.
17. The solution should be able to distribute reports and also have the ability to save data for later use or to a local PC/laptop or for other users to view. It should support offline viewing. It should be able to send reports electronically to other users.
18. The solution should be able to sort/filter without re-querying.
19. The solution should have the ability to schedule reports.
20. The solution should provide for a browser based interface to view reports.
21. The solution should allow the reports to be exported in format such as pdf, excel etc.
22. The solution must have analytics and dynamic reporting for reporting carried out by Purchaser.
23. The generation of the report shall not impair the System performance.

There can be different types of Analysis. Following are some of the details

1. **Statistical Analysis:** The system should generate reports comprising of complex statistical dynamics and multiple parameters from historic data. These reports may be generated through the UI provided within the solution to authorized Users. It should also present patterns found in historical and transactional data to identify risks and opportunities. The proposed tool should be capable of providing viewable descriptive statistics such as mean, median, max, min etc. and also should be capable of performing/aiding advanced statistical modelling and analysis including but not limited to correlation, regression, scoring, ranking, clustering, network plot, decision trees, scenario analysis, ANOVA etc.

2. **Persona Based Analysis:** The proposed system should have advanced clustering and segmentation capability and should provide persona based segments for analysis based on user profile and behavior. It would provide a window to understand what the Users are doing on the system and what they are not doing, specifically analyzing each Users focus / usage area, and hence improve the services quality and the content as well as features / functionalities related to it. Some of the example could be frequent revision of returns by a taxpayer; sudden change in taxable turnover; return non-filer but other taxpayers are showing purchase from him; purchases consistently higher than the sales; high variation from industry norm/average for input/output tax; sudden increase in ratio of tax free goods out of total turnover etc.
3. **Predictive Analysis and Forecasting:** The system should have the capability of generating predictive statistical models. It should be capable of capturing patterns and signals in data, analyse them and provide insights into future trends in the form of graphs and charts, based on certain parameters, statistical modelling and historical data. These may be used by the Authorized Users to identify trends at certain location / period and take appropriate decisions. The tool should provide enhanced forecasting capabilities with Scenario Analysis allowing users to see impact of variable values on the forecasted trend
4. **Fraud / Anomaly Detection:** The system should generate automatic triggers and alerts / information to notify appropriate stakeholders, based on certain pre-defined criteria and business rules, if there is any deviation from the standard trend / output. Access to such information / reports should be restricted to certain authorized Users / decision makers only. These may be used by users for decision making purposes or further investigations as required.
5. **Statistical Scoring:** The solution needs to have capability to score the partners bases on social and financial performance on a quarterly basis that combines business rules, anomaly detection and advanced analytic techniques. The solution needs to have capability to calculate the deviation. The solution should have capability to calculate risk scores based on specific characteristics of the activity including geographic zones etc.

Platform standardizes on analytics and reporting technology that integrates well with the rest of the stack and at the same time meets most of the feature needs of applications built on the Platform. BI architecture consists of the three broad sections of data acquisition, Data storage and Data distribution platform; all of which can be considered to be part of an over-arching data warehouse strategy. Data acquisition includes all source systems that feed data into the data warehouse. It is necessary to have the BI system integrated with all the process to ensure consistency of data across multiple operational data sources.

Data Warehouse (DW) is the repository that contains all data in its granular details. It is important to note that data storage for reporting and analytics should be separated from the core transaction data (data that is part of the live production systems). The advantage of the highly denormalized analytics data being completely separated is to ensure scalability and make least impact to production systems.

Data distribution platform provides access to derived data and knowledge to end users (Purchaser's officials, partners, and public). This data is presented to the end users and general public, in a timely manner, while still protecting privacy, confidentiality, and security.

UWIN Analytics & BI system should employ highly scalable, distributed, reliable components to meet the requirements. UWIN Analytics & BI platform should have a DW consisting of granular level analytics data and tools to load data from source systems into ADW (both event publishing via messaging layer as well as offline data extraction via ETL tools). In addition to DW, BI platform should consist of a "data distribution platform" that should enable provisioning of data through various datasets and an "analytical delivery platform" that delivers relevant metrics, dashboards, and portals.

10.2. Annexure B – Employment in Unorganized Sector

Sr. No.	Occupations
1	Agarbatti making
2	Agriculture
3	Agriculture machinery handling
4	Animal Husbandry
5	Arrack and Liquor production and vending
6	Automobile work
7	Bakery work
8	Band playing
9	Bangle manufacturing
10	Beads making/ piercing
11	Beautician
12	Beedi manufacture
13	Bicycle repair
14	Bindi work
15	Blacksmithy
16	Boat/Ferry occupation
17	Book binding
18	Brick Kiln work
19	Brush making
20	Breweries Distilleries
21	Building and Road maintenance
22	Bulb manufacture
23	Bullock/Camel-cart operation
24	Butchery
25	Cable TV operation
26	Cane/Reed work
27	Carpentry
28	Carpet weaving
29	Cashew processing
30	Catering
31	Chikan work
32	Cine Service

33	Cloth printing
34	Clubs and canteen service
35	Coaching service
36	Coir processing/manufacture
37	Confectionery
38	Construction work
39	Construction of tents and pedals supply of utensils and decoration for function
40	Courier service
41	Dairying and allied activities
42	Data entry operation
43	Distribution of petroleum products
44	Domestic work
45	Dyeing
46	Electronic electrical goods repairs
47	Electroplating
48	Embroidery work
49	Envelop making
50	Fire work cracker production
51	Fishery production
52	Fish processing
53	Flora work and garland making
54	Flour mills operations
55	Footwear production
56	Forestry operation
57	Foundry
58	Gardening and parks maintenance
59	Garment manufacture
60	Gem cutting
61	Ginning
62	Glassware manufacturing
63	Goldsmithy
64	Hair dressing
65	Handloom weaving

66	Hawking and vending
67	Headload work
68	Health service
69	Honey gathering
70	Horticulture and Floriculture
71	Hotel and Restaurant service
72	Lock making
73	Manual operation on unspecified jobs
74	Masala making
75	Matches manufacture
76	Minor forest produce gathering
77	Minor mineral and mines work
78	Newspaper vending
79	NGO service
80	Oil extraction
81	Packing and Packaging
82	Panwalla service
83	Pappad making
84	Petrol bunk/pump and allied service
85	Pickle making
86	Plantation (Other than those covered under Plantation Labour Act, 1951 (Act No. 69 of 1951))
87	Plastic manufacture
88	Pottery
89	Powerloom weaving
90	Printing press work
91	Quary work
92	Rag picking
93	Rice milling
94	Rickshaw pulling
95	Salt pan work
96	Sand mining
97	Sawmill work
98	Scavenging

99	Security service
100	Sericulture (Silk rearing)
101	Service station work
102	Shepherding
103	Shoe shining work
104	Shop and establishment service
105	Small scale industries
106	Soap manufacture
107	Sports good manufacture
108	Steel vessels and utensils manufacture
109	Stone crushing
110	Sweeping
111	Tanning (including hides and skin production) leather goods manufacture
112	Telephone booth service
113	Temple leaves collection
114	Tendu leaves collection
115	Timber Industry (Furniture manufacturing etc)
116	Tobacco processing
117	Toddy tapping
118	Toy making
119	Transport service (driving conducting, cleaning etc.)
120	Laundry Work
121	Way side Mechanics and workshop service
122	Welding

10.3. Annexure C – Sample Consent Forms



AADHAAR HOLDER CONSENT FORM

Government of India

Ministry of Labour and Employment

Consent for Authentication

I hereby state that I have no objection in authenticating myself with Aadhaar based authentication system and consent to providing my Aadhaar number/Virtual ID, Demographic information and/or One Time Pin (OTP) data for Aadhaar based authentication for the purposes of registration for Unorganized Worker Identification Number from Ministry of Labour and Employment, Government of India.

I understand that the Demographic Information and/or OTP I provide for authentication shall be used only for authenticating my identity through the Aadhaar Authentication system for that specific transaction and for no other purposes.

I understand that Ministry of Labour and Employment, Government of India shall ensure security and confidentiality of my personal identity data provided for the purpose of Aadhaar based authentication.

Signature/Thumb impression: _____

Name: _____

Aadhaar Number: _____

Date: ____/____/20____



Unique Identification
Authority of India

AADHAAR HOLDER CONSENT FORM
Government of India

Consent for Aadhaar Seeding

I hereby state that I have no objection in allowing my Aadhaar number to be linked to my UWIN profile and consent to allowing it to be used by Unorganized Worker Identification Number Database for the purposes of deduplication check by Ministry of Labour and Employment, Government of India.

I hereby voluntarily give my consent for

1. For collecting, storing and usage (ii) updating my Aadhaar number in accordance with the Aadhaar Act, 2016 (and regulations made thereunder).
2. For sharing/disclosing of my Aadhaar number linked reference ID/UID token including demographic information with Ministry of Labour and other state and central Government institutions providing social security benefits to Unorganized Worker Households
3. Have the Aadhaar number mapped with my bank account at NPCI to enable me to receive Direct Benefit Transfer (DBT) from Government of India through my account subject to eligibility;

I further declare that this consent will remain valid for the period that I am registered in the UWIN portal as a beneficiary.

I understand that Ministry of Labour and Employment, Government of India shall ensure security and confidentiality of my personal identity data provided for the purpose of Aadhaar based authentication.

Signature/Thumb impression: _____

Name: _____

Aadhaar Number: _____

Date: ____/____/20____

BANK AUTHORIZATION LETTER

I _____ (name of the beneficiary)* would like to receive the financial assistance disbursed by Ministry of Labour and Employment to me electronically into my Bank Account, details of which are given below:-

Payee's Particulars	Details (to be furnished correctly)
Name of payee as in Bank Account: Shri/Smt.	
Address	
District (specify if falls under Tribal Area)	
Pin Code	
State	
Mobile Number	
Aadhaar Number (To be linked with Bank Account)	
Bank's Details**	Details (to be furnished correctly)
Name of Bank	
Bank Branch (Full address and Telephone Number)	
Bank Account Number (Must be Aadhaar seeded)	
IFSC Code	
MICR Code	

Signature of beneficiary * _____
Name of beneficiary _____
Date _____

Confirmation of Information provided:

It is certified that: - (i) Account number and IFSC/MICR Codes; account holder details; Bank branch details; Aadhaar/UID number/Virtual ID; mobile number have been verified by me and are correctly recorded above.

*Signature of Validator*** _____

File No. A-12014/1/2018-SS-III

Request for Proposal (RFP)

**For 'Creation of National Platform of Unorganized Workers and
Allotment of an Aadhaar Seeded Identification Number'**

Volume - II

Ministry of Labour & Employment

Rafi Marg

New Delhi

Government of India

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Acronyms

No.	Title	Title
1.	UWIN	Unorganized Workers Identification Number
2.	SECC	Socio-Economic Caste Census
3.	AMC	Annual Management Contract
4.	APIs	Application Programming Interface
5.	ASP	Application Service provider
6.	BI	Business Intelligence
7.	CAB	Change Advisory Board
8.	CAPEX	Capital Expenditure
9.	CEO	Chief Executive Officer
10.	CRM	Customer relationship management
11.	COTS	Commercial Off-the –Shelf
12.	CMMi	Capability Maturity Model Integration
13.	DC	Data Centre
14.	DD	Demand Draft
15.	DR	Disaster Recovery
16.	EMD	Earnest Money Deposit
17.	GST	Goods and Services Tax
18.	IPR	Intellectual Property Rights
19.	ISO	International Organization for Standardization
20.	MIS	Management Information System
21.	MSP	Managed Service Provider (Selected through this proposal)
22.	NCR	National Capital Region
23.	NIT	Notice Inviting Tender
24.	OEM	Original Equipment Manufacturer
25.	OPEX	Operational Expenditure

26.	PBG	Performance Bank Guarantee
27.	RDBMS	Relational Database Management System
28.	SDLC	Software Development Lifecycle
29.	SLA	Service Level Agreement
30.	SSL	Secure Sockets Layer
31.	SMS	Short Message Service
32.	SRS	System Requirement Specifications
33.	CPP	Central Procurement Portal

1 Data Sheet

Item	Description
Name of the Purchaser	Ministry of Labour and Employment
Tender Inviting Authority	Ministry of Labour and Employment on Behalf of President of the Republic of India
Job Requirement	Appointment of Managed Service Provider (MSP) for Design, Development, Implementation, Operation & Maintenance of Unorganized Workers Identification Number (UWIN) Platform
Method of Selection	The method of selection is Combined Quality and Cost Based Selection (QCBS). The weights given to the Technical and Commercial Proposals are: Technical = 65% and Commercial = 35%
Tender Fee (Non-Refundable & Not Exempted)	INR 10,000/- (INR Ten thousand only) by DD from a Scheduled bank in favor of Ministry of Labour and Employment payable at New Delhi.
Proposal Security/Earnest Money Deposit (EMD)	INR 1,25,00,000/- (INR One Crore, twenty five lakhs only) by DD from a Scheduled bank in favor of Ministry of Labour and Employment payable at New Delhi OR by a Bank Guarantee (as per format attached in Annexure-5 of Volume 2 of RFP)
Availability of RFP Documents	RFP Document shall be available on the Central Public Procurement Portal as well as MoLE website (URL: http://eprocure.gov.in/eprocure/app and www.labour.gov.in) from 12/06/2018 onwards
Last date for download of RFP	23/07/2018, 11:00 AM
Last date for Submission of Pre-Bid Queries	26/06/2018, 11:00 AM All the queries should be received on or before the prescribed date & time, through email only with subject line as follows: “RFP for Creation of National Platform of Unorganized Workers and Allotment of an Aadhaar Seeded Identification Number MSP Pre-Bid Queries __<Bidder’s Name>”. The queries should be submitted as per the format prescribed in Annexure-1. The Pre-Bid queries to be sent to the following Email Id: -- Email ID: punhanir@nic.in Designated Contact person for clarification is: Joint Secretary and Director General Labour Welfare

	<p>Ministry of Labour and Employment Government of India Jaisalmer House, Mansingh Road New Delhi-110011</p>
<p>Pre-Bid Workshop & Conference Time, Date, & Venue</p>	<p>25-06-2018, 3:00 PM Venue: Conference Hall, 1st Floor, Shram Shakti Bhawan, Rafi Marg, New Delhi</p>
<p>Date of Publishing of Responses to pre-bid queries Corrigendum by Purchaser</p>	<p>To be communicated later Note: The Purchaser shall not be obligated to respond to any or all the queries. The Purchaser may, at its sole discretion, choose to publish responses to the pre-bid queries and/or any corrigendum on Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) or may send the same through e-mail or any other means.</p>
<p>Last date and time for Proposal/Proposal submission (on or before)</p>	<p>23/07/2018, 3:00 PM Proposals shall be uploaded in the format and mode as provided for in the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) for this RFP and shall be digitally signed by the authorized signatory of the Bidder.</p>
<p>Submission of Integrity Pact, EMD and Letter of Authorization (Physical hard copy submission)</p>	<p>23/07/2018, 3:00 PM Bidders shall submit the original signed and stamped hard copy of the Integrity Pact, Letter of Authorization along with the EMD in a sealed envelope titled “<i>Integrity Pact, Authorization Letter & EMD - Appointment of Managed Service Provider (MSP) for Design, Development, Implementation, Operation & Maintenance of UWIN</i>” to the office of: Joint Secretary and Director General Labour Welfare Ministry of Labour and Employment Government of India Jaisalmer House, Mansingh Road New Delhi-110011 Integrity Pact shall be submitted in the proforma provided in Volume-2 of the RFP. Copy of EMD and duly executed Integrity Pact also needs to be uploaded on CPPP under a separate cover as provided above. If the Integrity Pact and EMD are not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be forthwith and summarily rejected.</p>
<p>Pre-Qualification Bid Opening -</p>	<p>24/07/2018, 3:30 PM</p>

Time, Date, & Venue	
Technical Bid Opening - Time, Date, & Venue	To be communicated later
Date for Technical Presentation by Bidders	Time to be intimated to individual bidders
Date & time for Opening of Commercial Bids	To be communicated later
Language of Proposal Submission	Proposals should be submitted in English only
Proposal Validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Proposals.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only
Name and Address for Communication and seeking clarifications	Address: Joint Secretary and Director General Labour Welfare Ministry of Labour and Employment Government of India Jaisalmer House, Mansingh Road New Delhi-110011 Email Id: <punhanir@nic.in>

Note: The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above Data Sheet is further elaborated in the subsequent sections of this RFP and the information provided in the Data Sheet and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

2 Instruction to Bidders

2.1 Eligible Bidders

All the pre-qualification criteria have to be met by the bidder. The bidder must be a System Integrator/Managed Service Provider Company which has the capabilities to deliver the entire scope as mentioned in the RFP.

The Pre-Qualification criteria may be referred to for details.

In case any bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale etc.), it may showcase credentials of its erstwhile current entity provided sufficient documentary proof is submitted with the proposal to evince that such credentials have accrued to/ transferred to/ are in the name of the bidding entity and the bidding entity is authorized to use such credentials. Notwithstanding the foregoing, credentials of parent entity, holding entity, subsidiaries or affiliates etc. cannot be used (and shall not be considered) unless such parent entity, holding entity, subsidiaries or affiliates etc. is an integral part of the consortium and is itself bidding.

2.2 Sub-contracting

Sub-contracting is not allowed.

2.3 Proposal Preparation Costs

The Bidder shall be bearing all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation and submission of proposal, in providing any additional information required by the purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the proposal process. The Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process.

2.4 Tender Fee

Notice Inviting Tenders (NIT) can be downloaded from the website URL mentioned in the Data Sheet.

The scanned copy of Demand Draft for Tender Fee of Rs.10,000/- (Non-refundable) is to be submitted at the address provided in the Data Sheet before the last date of submission of Proposal Response. The Demand Draft should be drawn from a nationalized bank in favour of Ministry of Labour and Employment payable at New Delhi. It should be sent to MoLE at the address mentioned in the RFP to reach on or before the last date and time for submission of the Proposal. No physical sale of Application form will be made. There is no exemption from payment of the cost of Proposal document and proposals without requisite fees shall not be accepted

2.5 Earnest Money Deposit (EMD)

- a) The Bidders shall submit an Earnest Money Deposit (EMD) as bid security fee in the form of Demand Draft of any bank in favor of Ministry of Labour and Employment and payable at New Delhi from a scheduled bank, along with a signed and stamped copy of the Integrity Pact in a sealed envelope, of an amount and as per the details as mentioned in the Data Sheet above. EMD in any other form will not be accepted. EMD must remain valid for at least 45 (Forty five) days beyond the validity of the proposal and the validity of the EMD should be extended in the

event the last date of submission of the Proposal is extended. No interest will be payable by Purchaser on the EMD.

- b) Copy of the EMD instrument should be uploaded onto CPP Portal in the Proposal Cover for EMD and the hardcopy of the same shall be submitted as per guidelines mentioned in the Data Sheet.
- c) The EMD is required to protect the Purchaser against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause (g) below.
- d) EMDs of all unsuccessful Bidders will be returned, without interest, at the earliest after expiry of the final proposal validity and latest on or before the 90th day after the awards of contract.
- e) The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format specified in Annexure-2 Section 6.8 of this RFP) by the successful Bidder.
- f) In case the EMD is not received by the stipulated deadline then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- g) The EMD may be forfeited:
 - If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Proposal 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 proposal;
 - If the bidder tries to influence the evaluation process.
 - 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.
 - If the documents information provided by the bidder during the proposal process is found to be incorrect, false or misleading.

2.6 Integrity Pact

The Bidder is required to enter into an Integrity Pact with the Purchaser. For this, the Bidder shall submit the original signed and stamped Integrity Pact as part of an envelope titled "Integrity Pact, Authorisation Letter & EMD" as per dates mentioned in the Data Sheet above, failing which, the Proposal submitted by the concerned Bidder will be liable to be forthwith and summarily rejected. The format for the Integrity Pact is provided in Annexure-2 Section 6.7 of this Volume-2 of this RFP.

2.7 Pre-Bid Meeting & Clarifications

2.7.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to Purchaser as per the submission mode and timelines mentioned in the Data Sheet. The pre-bid queries should be submitted in the format as mentioned in Annexure-1 of this Volume of the RFP, along with name and details of the Bidder submitting the queries. Any requests for

clarifications received after the expiry of the date and time mentioned in the Data Sheet shall not be entertained by the Purchaser. Further, the Purchaser reserves the right to issue or not issue any responses/clarifications/corrigendum at its own discretion.

2.7.2 Responses to Pre-Bid Queries and Issue of Corrigendum

The Purchaser will organize a Pre-bid Conference as mentioned in the Data Sheet and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-bid queries after the Pre-Bid Conference as mentioned in the Data Sheet.

Only persons, duly authorised by the Bidder, will be allowed to participate in the pre-bid meeting. The authorised representatives should carry a valid proof of identification for verification before the commencement of the pre-bid Conference.

The Purchaser will endeavour to provide timely response to all the queries. However, the Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders. Any modifications of this RFP, which may be necessary as a result of the pre-bid Conference or for any other reason, shall be made available by the Purchaser exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment of the RFP, the Proposal submission date may be extended by the Purchaser in the sole discretion of the Purchaser. The purchaser may extend the last date & time for the submission of proposals, and the extended date will be displayed on the website www.labour.gov.in and CPP portal only.

All clarifications and any other corrigendum notification issued by the Purchaser subsequent to the issuance of this RFP, shall be published in the CPP Portal or MoLE website as mentioned in the Data Sheet.

2.8 Proposal Validity Period

- a) Proposal shall remain valid for the time mentioned in the Data Sheet.
- b) Purchaser may request the Bidder(s) for an extension of the period of validity of the proposal up to 90 more days. Bidders will be required to extend the validity of the proposals for such 90 days period. The validity of the EMDs as requested in section 2.5 should also be suitably extended if called upon to do so by Purchaser. Bidders will have the right to refuse to extend the validity of proposals beyond the said 90 days period and to withdraw the proposals. The request and the responses thereto shall be made in writing (or by fax or email).

2.9 Submission of Proposals

- a) A three-staged bid system will be followed for this RFP with a Combined Quality and Cost Based Selection criterion. The three bids are (i) Pre-Qualification Proposal along with Integrity Pact, Authorisation Letter and Earnest Money Deposit (EMD) (ii) Technical Proposal and (iii) Commercial Proposal.
- b) 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>.

- c) 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. 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.
- d) 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
(URL: <https://eprocure.gov.in/eprocure/app>).
- e) There are various search options available on the CPP Portal to facilitate the Bidders to search active RFPs by several parameters. These parameters include RFP ID, organization name, location, date, value etc. There is also an option for advanced search for active RFPs, wherein the Bidders may combine a number of search parameters such as organization name, location, date, etc. to search for an RFP published on the CPP portal. Once the Bidders have selected the RFP they are interested in, they may download the required documents RFP schedules. These RFP documents can be moved to the respective “My Tenders” folder. This will enable the CPP Portal to intimate the Bidders through SMS e-mail in case there is any Corrigendum issued to the RFP document. The Bidder should make note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification help from the Helpdesk.
- f) 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 as mentioned below:

Cover Number	Cover Name	Content
One	Pre-Qualification proposal	<ul style="list-style-type: none"> • Pre-Qualification proposal as per Section 2.10.1 along with the required supporting documents. • No Deviation Certificate as per Annexure-2 of this volume of the RFP (Section 6.5) • Total Responsibility declaration as per Annexure-2 of this volume of the RFP (Section 6.6) • Scanned copy of the signed and stamped Integrity Pact, Letter of Authorization, RFP Document Fee, EMD (Original documents to be submitted to the Purchaser)
Two	Technical	<ul style="list-style-type: none"> • Technical Proposal as per Section 2.10.2

	proposal	
Three	Commercial proposal	<ul style="list-style-type: none"> • Commercial Proposal as per Section 2.10.3

- g) The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal. The Proposal documents can generally be in the PDF/XLSX/RAR formats. The Proposal documents may be scanned with 100 dpi with black and white option.
- h) The Bidder should try to submit the Proposal well before the last date and hence to avoid any inconvenience at the last moment. The Proposal submission date and time will be as mentioned in the “Data Sheet”, Volume-2 of this RFP. The Bidder will not be allowed to submit the Proposal after the Proposal submission time. The Bidder has to digitally sign and upload the required Proposal documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Proposal, an EMD amount as mentioned in the Data Sheet. The Bidder has to select the payment option as “Offline” to pay the EMD as applicable and enter the details of the instrument. The Bidder shall seal the EMD envelope containing the original Demand Draft Bank Guarantee. The Bidder shall mark its name and RFP reference number on the reverse of the Demand Draft in the Bank Guarantee before sealing the same. The address of the Purchaser, Name and Address of the Bidder and the RFP Reference Number shall be marked on the envelope.
- i) A standard BoM (Bill of Material) and Commercial Proposal format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their Commercial Proposals in the format provided and no other format will be acceptable.
- j) All the documents being submitted by the Bidders will be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorised persons until the time of Bid opening. The confidentiality of the Proposals is maintained using the secured socket layer 128 bit encryption technology. Data storage encryption for sensitive fields is done. The uploaded Proposal documents become readable only after the Bid opening by authorized Bid openers.
- k) Upon successful and timely submission of Proposals, the portal will give a successful Proposal submission message and a proposal summary will be displayed with the Bid number and the date and time of submission of the Proposal with all other relevant details.
- l) The Bidder is allowed to re-submit the Proposal and related Proposal documents before the last date of Proposal submission and time. The Proposal can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Proposal submitted by the Bidder before the Proposal submission date and time will be considered for Proposal evaluation.
- m) The Bidder is permitted to withdraw his Proposal before the last date and time of Proposal submission through CPP portal. The bidder should provide the supporting reasons for proposal withdrawal and attach the supporting letter to the Purchaser.
- n) Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Proposal submission or queries relating to the CPP portal in general may be directed to the 24*7 Helpdesk. The national toll free number for the helpdesk is 0120-4001002.

o) Important instructions:

- a. The proposal documents with enclosures sent through telex/email etc., and offers not submitted in the e-bid formats shall be summarily rejected.
- b. All information called for in the enclosed Annexure/ format shall be furnished against the respective columns in the forms. If the information is provided in a separate document, a reference to the same should give against respective columns in such cases. If any particular query is not applicable, it shall be stated as “Not Applicable.”
- c. The requisite Bid Document fee and EMD shall reach the Purchaser at the address specified on or before the closing date, i.e., by Proposal Submission End Date & Time as mentioned in Datasheet.

2.10 Proposal Format

Bidder shall submit their proposals in the format mentioned in the following sub-sections. Proposals not in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid binding on the Bidder and that is acceptable to the Purchaser. In any event, the Purchaser shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the Purchaser.

2.10.1 Pre-Qualification Proposal Format

Section No.	Section Heading	Details
Section 1	Pre-Qualification Proposal Covering Letter	As per format provided in <u>Section 6.1</u>
Section 2	Integrity Pact	Scanned Copy of the Integrity Pact. Details in <u>Section 2.6</u>
Section 3	Authorization Letter	Scanned copy of the Authorization Letter. Details in <u>Section 2.12</u>
Section 4	EMD	Scanned copy of the EMD. Details in <u>Section 2.5</u>
Section 5	Profile of the Bidding Firms	As per format provided in <u>Section 6.2</u>
Section 6	Pre-Qualification Criteria	Pre-Qualification criteria table as mentioned in <u>Section 3.5</u> with response and reference against each criteria
Section 7	Power of Attorney Copy of Board Resolution	Power of Attorney executed by Bidder in favor of Authorized Signatory signing the proposal.
Section 9	No Deviation Certificate	As per format provided in <u>Section 6.5</u>
Section 10	Total Responsibility	As per format provided in <u>Section 6.6</u>

	Certificate	
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Note: The hardcopies of Integrity Pact, Authorisation Letter and Earnest Money Deposit (EMD) documents will have to be sent to address as mentioned in the Data Sheet within the time, also mentioned in the Data Sheet.

2.10.2 *Technical Proposal Format*

Section #	Section Heading	Details
Section 1	Technical Proposal Covering Letter	As per format provided in Section 7.1
Section 2	About Bidder	Bidder's General Information as per format provided in Section 7.2
Section 3	Bidder's Experience	As per Section 3.6 Citations need to be provided as per the format provided in Section 7.3
Section 4	Understanding of Scope of Work	Bidder needs to elaborate on its understanding of the background and scope of work of the assignment.
Section 5	Proposed Design and Overall Solution including components proposed and Sizing for the different components	As per Section 3.6.2.
Section 6	Approach and Methodology	As per Section 3.6.3 Shall include, inter alia, Project Plan as per format provided in Section 7.5
Section 7	Project Plan	Format as per Annexure-3 Section 7.7
Section 8	Resource Planning & Key Personnel proposed	As per Section 3.6.4 Governance structure Resource Deployment Plan as per format provided in Annexure-3 of this volume of the RFP (Section 7.8) CVs as per format provided in Annexure-3 of this volume of the RFP (Section 7.9)
Section 9	Bill of Material (BoM)	Format as per Annexure-3 Section 7.10
Section 10	Governance Structure & Escalation Framework along with Risk Management Plan	Format as per Annexure-3 Section 7.11
Section 11	Exit Management Plan	Format as per Annexure-3 Section 7.12

Section 12	Performance Improvement Plan	Format as per Annexure-3 Section 7.13
Section 13	Other Supporting Documents	

2.10.3 *Commercial Proposal Format*

Section #	Section Heading	Details
Section 1	Commercial Proposal Covering Letter	As per format provided in Section 8.1
Section 2	Cost Details	As per formats provided in Section 8

The Bidder must submit the Commercial Proposal in the formats specified in **Section 8**.

The Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total contract value covers all obligations of the Bidder mentioned in or to be reasonably inferred from the Bidding documents in respect of providing the product services.

Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transactions between Purchaser and the bidder. It is mandatory that such charges wherever applicable/payable should to be indicated separately in the Financial Forms. However, should there be a downward or upward revision in the applicable taxes; the benefit of same will be passed on to the Purchaser or the selected Bidder as the case may be.

Prices quoted by the Bidder shall remain firm during the entire contract period and shall not be subject to variation on any account except change in applicable tax rates. A Proposal submitted with an adjustable price quotation will be treated as non-responsive and rejected.

The prices quoted shall be inclusive of transportation charges and all other expenses including but not limited to those related with the visits of Bidder’s Personnel to various site(s) of the Purchaser. All prices/rates should be written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the proposal liable for rejection. Bidders should ensure that there are no alterations/corrections in the prices/rates submitted by them. In case of a discrepancy between the prices/rates in figures and words, the prices/rates quoted in words will be considered as correct.

The prices/rates quoted shall be firm and final throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision/upward modifications, on any account, whatsoever.

The Purchaser reserves the right to review and negotiate the price payable, with the selected Bidder, to incorporate downward revisions as applicable and necessary, at any time during the period of Contract.

2.10.4 *Discount*

The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the best evaluated Proposal, MoLE shall avail such discount at the time of award of contract.

2.11 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to the proposals exchanged by the Bidder and the Purchaser, should also be written in English language only. The Proposal document shall be typewritten, and there shall not be any overwriting or cutting or interpolation.

2.12 Authentication of Proposals

The Authorised Signatory representing the Bidder shall digitally sign all Proposal documents uploaded on Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) and submit physically signed and stamped scanned copies of Integrity Pact, Letter of Authorisation and the EMD. The Proposal should be accompanied by an authorization in the name of the signatory of the Proposal. The authorization shall be in the form of a written power of attorney or a Board resolution in favour of the person submitting the Proposal.

2.13 Amendment of Request for Proposal

At any time prior to the deadline for submission of the proposals, the Purchaser, for any reason, may modify the RFP at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Proposal Document by an amendment/ corrigendum/ addendum. Such amendments shall be binding on the Bidders. Such amendments will be notified through the MoLE website www.labour.gov.in and CPP Portal only.

In order to provide prospective Bidders reasonable time in which to take the amendment/ corrigendum/ addendum into account in preparing their proposals, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals. The Purchaser may at any time during the bidding process request the Bidder(s) to submit revised Technical / Commercial Proposals and/or Supplementary commercial proposals without thereby incurring any liability to the affected Bidder or Bidders.

2.14 Completeness of Response

- a) The Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications. Each proposal response shall specify only a single solution which is cost effective and meets the RFP specifications, and it is the responsibility of the bidder to decide the best suitable solution. The bidder shall effectively communicate the solution offered by the bidder and shall cover all the requirements as prescribed in the Request for Proposal (RFP).
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - iii. Comply with all requirements as set out in this RFP.

- c) The Proposals shall be submitted strictly in accordance with the requirements and terms & conditions of this RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure-2, Section 6.5 of Volume-2 of the RFP. The Proposals with deviation(s) are liable for rejection.

2.15 Late Proposals

The Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Proposals submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. The Purchaser shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

Given that the proposal submission has to be made online, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Proposal well in advance to avoid any last minute hassles, ensuring that the names/formats of the files to be uploaded are as per the CPP requirements, using the prescribed browser for upload etc. Purchaser shall not entertain any proposals which could not be uploaded or uploaded properly in the portal for whatsoever reasons.

2.16 Right to Terminate the Process

The Purchaser may terminate the RFP process at any time and without assigning any reason. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone. The Purchaser will not be liable in any way to any person in case of termination of this Bid process except that if the EMD has been received from the Bidder prior to such termination, the EMD will be returned (without any interest) as promptly as possible to the respective Bidders. Non-Conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration if

- a) It does not comply with the requirements of this RFP;
- b) The proposal appears to be “canned” presentations of promotional materials that do not follow the format required under this RFP or do not appear to address the particular requirements of the solution

2.17 Acceptance/Rejection of Proposals

The Purchaser reserves the right to reject any or all Proposals without assigning any reason thereof. The Purchaser also reserves the right to assess the Bidder’s capabilities and capacity, and accept any proposal under this RFP in full or in part without assigning any reason thereof. In either case, the decision of the Purchaser shall be final and binding. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature are submitted along with the Proposals which amount to deviations in any form, the Purchaser reserves the right to seek withdrawal of such assumptions, presumptions, key points of discussion, recommendation or any points of similar nature by the bidder. If the bidder does not withdraw such assumptions etc., the proposal may be rejected by Purchaser. If a discrepancy is found in a Proposal, the same may be conveyed to the Bidder with target date up to which the Bidder has to send his acceptance on the above lines and if the Bidder does not agree to the decision of the Purchaser the Proposal is liable to be rejected.

If the Bidder does not meet even one of the Pre-Qualification criteria separately, as mentioned in Section 3.5 of this Volume-2, the Bidder shall be disqualified and the entire Proposal shall be rejected.

The duly filled proposal shall be submitted to the e-Procurement Portal. Proposals submitted by any other means like by Telex, Fax or e-mail shall not be entertained.

- a) A proposal may be rejected at any stage of the evaluation processing till award of the contract if it is found that the bidder has provided misleading information or has been blacklisted by any government organisation or has indulged in any malpractice/ unethical practice or submitted forged/tampered document/suppressed any material/substantial information/fact and had not honoured contractual obligation elsewhere.
- b) If Bidder is found to exhibits a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c) Any effort by a Bidder to influence the Purchaser’s proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the Bidder’s proposal.
- d) If the bidder deliberately gives incorrect or misleading information in their proposal or wrongfully creates circumstances for the acceptance of the proposal, the Purchaser reserves the right to reject such a proposal at any stage.

2.18 Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

2.18.1 Technical Rejection Criteria

- a) Technical Proposal containing commercial details.
- b) Revealing of Prices in any form or by any reason before opening the Commercial Proposal
- c) Failure to furnish all information required by the Proposal Document or submission of a proposal not substantially responsive to the Proposal Document in every respect.
- d) Bidders not quoting for the complete Scope of Work as indicated in the Proposal documents, addendum (if any) and any subsequent information given to the Bidder.
- e) The Bidder’s Proposal is conditional and has deviations from the terms and conditions of RFP.
- f) The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
- g) If the proposal does not conform to the timelines indicated in the proposal.
- h) Failure to adhere to the Submission Forms specified for Technical Proposal response.
- i) Proposal that is not accompanied by required documentation as required for pre-qualification or is non-responsive to the terms and condition and stipulated herein or does not conform to the Submission Forms specified for Pre-Qualification Proposal response.
- j) Proposals without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- k) If the Proposal is received after the due date and time;

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- l) If the Proposal is submitted with lesser validity period;
 - m) In case any one party submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Proposals are withdrawn upon notice immediately.

2.18.2 Commercial Rejection Criteria

- a) Incomplete Commercial Proposal
- b) Commercial Proposals that do not conform to the Commercial proposal format.
- c) The prices quoted by the Bidder do not include all statutory taxes and levies applicable.
- d) Commercial proposals in any currency other than Indian Rupees
- e) If there is an arithmetic discrepancy in the commercial proposal calculations the purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its proposal may be rejected.
- f) During validity of the Proposal, or its extended period, if any, the Bidder increases its quoted prices;

2.19 Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) during the selection process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be.
- b) Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the Agreement, if a Bidder is found by the Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Purchaser during a period of 3 years from the date such Bidder is found by Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the selection process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or

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

- ii. “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- iii. “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- iv. “Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by the Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
- v. “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

2.20 Conflict of Interest

Any party involved in preparation of this RFP is not allowed to bid. Further, any bidder who has or anticipates any conflict of interest with any of its current assignments while performing work under this RFP, shall notify of the same to Purchaser with mitigation plan, within at most 3 weeks of publication of this RFP and Purchaser may decide whether to allow such bidder to bid or not.

2.21 Key Personnel

Purchaser has identified certain key positions and minimum qualifications for each of these positions that should be part of project team of the bidder (hereby referred to as “key personnel”). These resources would be dedicated resources at MSP’s location for the duration of the project.

The Managed Service Provider shall deploy key personnel as part of the project team as per the scope of work for this RFP. The following key personnel will operate from Purchaser/ MSP premises as decided by the Purchaser. Their deployment will be as per the deployment plan proposed by the bidder and agreed by Purchaser:

Sr. No.	Role	Pre Go Live	Post Go Live
1	Program Manager	Yes	Yes
2	Expert- Software Development	Yes	Yes
3	Expert- Testing	Yes	Yes
4	Expert- Release Management	Yes	Yes
5	Solution Architect	Yes	
6	Expert- Database	Yes	Yes
7	UI Expert	Yes	Yes
8	Expert- Business Intelligence and		Yes

	Analytics		
9	Expert- CRM and MIS	Yes	Yes
10	Expert – Grievance Redressal		Yes
11	Security Architect	Yes	
12	Expert- Information Security and Data Privacy		Yes
13	Expert- Technical Training		Yes
14	Expert- Capacity Building	Yes	Yes

Purchaser will provision space for MSP personnel in its premises in case of resource deployment at Purchaser's premises. The profiles for the above roles are provided in section 3.6.4. The key personnel deployed on this project have to be on the payroll of the bidder and necessarily have to be Indian citizens.

The bidder is free to deploy its development, technical, and operational teams at its own offices. The bidder has to ensure that the Service Levels are met at all times. The bidder has to provide the detailed CV's of the personnel deployed by them for the project. The cost of the deployed personnel shall be part of the overall cost quoted by the Managed Service Provider for this RFP. Any cost on account of project team/resources deployed shall not be attributable to Purchaser.

It is recommended that the Program Manager and the Solution Architect be present during the technical presentations/demonstrations, if the bidder qualifies for the technical evaluation.

On-Demand Services

During the Phase II and Phase III of the project, the UWIN platform is envisioned to be used as an avenue for extending different scheme related services, both at central and state levels. Phase II shall also involve activities such as integration of UWIN database with other databases for updation and usage of UWIN database by states and in line departments for their own schemes. Similarly, during Phase III, integration of UWIN databases with existing portals such as NCS, Skill Development etc. may also take place. For all such exercises, the bidder needs to specify the cost of additional resources apart from the ones listed above to carry out these tasks. Three categories of resources have been identified basis the work experience in their respective fields/ areas of expertise. The bidder needs to specify, as part of its Commercial Bid, the costing of these resources on Twelve man-months basis. These resources may then be engaged by the Purchaser on need-basis during the tenure of the project (2 years). In case of extension of the project, a year-on-year increase of 5 % would be applicable on each category of resources.

2.21.1 *Obligation*

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the services during the term:

1. unless that person resigns, is terminated for cause, dies, is long-term disabled to render prescribed services, is on permitted mandatory leave under Applicable Law or retires; or
2. without Purchaser's prior written consent

2.21.2 *Replacement*

In case any key personnel have resigned then the bidder has to inform Purchaser within one week of such resignation. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the key personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by bidder and approved by Purchaser.

Before assigning any replacement member of the key personnel to the provision of the services, bidder shall provide Purchaser with:

1. A resume, curriculum vitae and any other information about the candidate that is reasonably requested by Purchaser; and
2. An opportunity to interview the candidate.

The bidder has to provide replacement resource of equal or better qualification and experience as mandated in the RFP. If Purchaser objects to the appointment, bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.

The bidder has to ensure at least four weeks of overlap period in such replacements. Purchaser will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost because of replacement – this cost has to be incurred by the MSP only.

The team of the bidder deployed for the project (Key personnel and others) will be allowed a total of 22 days leaves in a financial year (pro-rata allowed every quarter). MSP has to ensure suitable replacement for personnel deployed for critical tasks during their leaves. For any leaves more than 22 days, Purchaser reserves the right to deduct appropriate amounts based on the blended man month costs quoted by the bidder from the due payments. In any case the Service Level Agreements have to be met at all times.

The calendar of Government of India will be applicable for administrative purposes.

2.21.3 *High Attrition*

If in the first six month period from the Agreement effective date or in any rolling 12 months period during the term, 20 percent or more of the members of the Key Personnel cease or reduce their involvement in the services for any reason other than with Purchaser's prior written consent, bidder shall:

1. Provide Purchaser with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by bidder with any departing member of the Key Personnel; and
2. If such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, MSP undertakes to make adequate and reasonable efforts to retain such key personnel at its own costs and expense.

3 Selection Process for Bidder

3.1 Opening of Bids

The Bids will be opened by Purchaser in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the bid. Even if no representative of the bidder is available, the Bid shall be opened as per schedule.

There will be three bid-opening events:

a) Cover 1 (Pre-Qualification proposal)	b) Cover 2 (Technical proposal)	c) Cover 3 (Commercial proposal)
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The venue, date and time for opening the Pre-qualification proposal and Technical proposal would be displayed on the website www.labour.gov.in and CPP portal. In the event of the specified date of Bid opening/presentation being declared a holiday by the Government of India, the Bid shall be opened at the appointed time and location on the next working day. The date and time for opening of Commercial proposal would be communicated to the qualified bidders.

The Bidder's names, modifications, if any, in the Performa and the presence or absence of requisite fees and such other details will be announced at the time of opening of Bid. No Proposal shall be rejected at the time of bid opening except in the case of late submission of proposal.

The Technical Proposals of only those bidders will be opened who clears the Pre-qualification stage.

The Commercial Proposals of only those bidders will be opened who score equal to or more than qualifying marks in Technical Proposal.

3.2 Preliminary Examination of Proposals

The Purchaser will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the Proposals are generally in order. Any Proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the Purchaser and shall not be included for further consideration.

Initial Proposal scrutiny will be held and the Proposals will be treated as non-responsive, if Proposals are:

- Not submitted in the format as specified in this RFP document;
- Received without the Letter of Authorization (Power of Attorney);
- Found with suppression of details;
- Submitted with incomplete information, subjective, conditional offers and partial offers;
- Submitted without the documents required under this RFP;
- Non-compliant to any of the clauses mentioned in this RFP;
- With lesser validity period than prescribed in this RFP.

3.3 Clarification on Proposals

During the proposal evaluation, Purchaser may, at its discretion, seek clarifications or ask the Bidders to make Technical presentations on any aspect(s) from any or all the Bidders. The request for clarification and the response shall be in writing, and no change in the price or substance of the proposal shall be sought, offered, or permitted.

3.4 Evaluation Process

The Purchaser shall evaluate the responses to this RFP and scrutinize the supporting documents documentary evidence. Inability to submit the requisite supporting documents documentary evidence, may lead to rejection. The decision of the Purchaser in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Purchaser. The Purchaser may ask for meetings with the Bidders to seek clarifications or confirmations on their proposals. During the Proposal Evaluation, Purchaser reserves the right to reject any or all the Proposals. Each of the responses/Proposals shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

3.4.1 Stage 1: Pre-Qualification

- a) The Purchaser shall open “Pre-Qualification Proposal”. The Pre-Qualification proposal MUST contain all the documents mentioned in “Annexure-2 – Formats for Submission of the Pre-Qualification Proposal”. Each of the Pre-Qualification condition mentioned in Section 3.5 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Section 3.5 and Annexure-2 of Volume-2 of the RFP. A checklist has to be created with proper page-wise indexing of all supporting documents
- c) Results of the Pre-Qualification Proposal opening will be published on the CPP portal.

3.4.2 Stage 2: Technical Evaluation

- a) “Technical proposal” will be opened only for Bidders who succeed in Stage 1.
- b) Purchaser will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at Purchaser’s discretion.
- c) It is mandatory to provide the Bill of Material (BOM) along with the Technical Proposal.
- d) The bidders' technical solutions proposed in the proposal document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.6.
- e) The Bidders will be required to make a presentation on the technical and operational aspects of the proposed solution. The decision to accept/reject the technical proposal will be made on the basis of this presentation, and it will be binding on the bidders. No further correspondence in this regard shall be entertained. Bidders shall present the proposal to Purchaser as per the agenda mentioned in Section 3.6.5.
- f) Each Technical Proposal will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get an aggregate Technical score of **75%** or more will qualify for

commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.

- g) Bidder should also score at least 70% in individual sections of Technical Evaluation as mentioned in Technical Evaluation Framework. Failure to score more than 70% in even one section will lead to Technical Disqualification of the proposal.

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)

For 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

3.4.3 Stage 3: Commercial Evaluation

- All the technically qualified bidders will be notified to participate in Commercial Proposal opening process.
- The commercial proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at Purchaser's discretion.
- Commercial Proposals that are not meeting the condition mentioned in Section 2.10 shall be liable for rejection.
- The Normalized commercial score of the technically qualified bidders will be calculated, while considering the Total Contract Value given by each of the Bidders in the Commercial Proposal as follows:

Normalized Commercial Score of a Bidder = {Lowest Quote/Bidder's Quote} X 1000 (adjusted to 2 decimals)

Example:

Bidders	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

1. The proposal price will include all taxes, levies, duties, etc. (applicable GST) and shall be in Indian Rupees and mentioned separately.
2. Any conditional proposal would be rejected
3. The date, time and venue of the opening of the commercial proposal of the technically shortlisted bidders will be displayed on the website www.labour.gov.in and CPP portal only.
4. Errors & Rectification: Bidders are advised to exercise the greatest care while entering the pricing figures. No requests regarding correction of mistakes in the financial proposals shall be entertained after the proposals are submitted. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting are found the proposal shall be rejected summarily.

Arithmetical errors will be rectified on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the evaluation, there is obviously a gross error such as a displacement of a decimal point, in which case the line item total will prevail or whichever is logically correct
- b) If there is a discrepancy between amount in words and figures, the amount in words will prevail.
- c) If the Bidder does not accept the error correction, its Proposal will be rejected and its EMD may be forfeited.
- d) The items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items
- e) In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal,
 - a. If the Time-Based form of contract has been included in the RFP, quantification indicated in the Financial Proposal shall be corrected so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost,
 - b. If the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

Notwithstanding the above, the decision of the Purchaser shall be final and binding to all.

3.4.4 *Undertaking for reasonableness*

The bidder shall furnish undertaking along with financial proposal that to the best of their knowledge and belief:

1. Quoted rates are at par with the prevailing market rates and not more than the price usually charged for services of same nature/class or description from any private purchaser either foreign or Government purchaser.
2. In respect of indigenous items for which there is a controlled price fixed by the Act/any Govt/statutory body, the price quoted are not higher than the controlled price.
3. Services/Products/Goods supplied, are of requisite specification and quality.

3.4.5 *Stage 4: Final score calculation through QCBS*

- The final score will be calculated through Quality and Cost selection method based with the following weight-age:
Technical: 65%
Commercial: 35%
- Final Score** = (0.65* Normalized Technical Score) + (0.35* Normalized Commercial Score)
The bidder with the highest **Final Score** shall be treated as the Successful bidder.
- 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.

Note:

- The proposal price will include all taxes and levies and shall be in Indian Rupees and mentioned separately. However, for calculation of L1, the proposal price including taxes and levies will be considered.
- Conditional proposals would be rejected.

3.5 Pre-Qualification Criteria

The Bidder's pre-qualification proposal will be evaluated as per the following criteria:

#	Parameter	Pre-qualification criteria Description	Evidence required
1.	Legal Entity	<p>The Bidder should be</p> <p>A company incorporated in India under the Companies Act, 1956/Limited Liability Partnership (LLP) registered under LLP Act, 2008 and subsequent amendments thereto</p> <p>Registered with the Service Tax and VAT Authorities in India</p> <p>Should have been operating in India, for the last three financial years (FY 2015-16, FY 2016-17, FY 2017-18)</p>	<p>Copy of Certificate of Incorporation</p> <p>Copy of Registration Certificates with the Service Tax/VAT Authorities</p> <p>Copy of audited Balance Sheets and Profit & Loss Statements for the last three financial years (FY 2015-16, FY 2016-17, FY 2017-18)</p> <p>The aforementioned documents shall be required from the Bidder.</p>
2.	Sales Turnover	<p>Bidder is an IT System Integrator, it should have an average annual revenue of at least INR 1000 Crores each in last 3 financial years (FY 2014-15, FY 2015-16, FY 2016-17) from IT system integration services, software consultancy, software development & implementation services</p> <p><i>(Note: Turnover, from sales of OEM software licenses or hardware, not sold as part of any system integration projects, to be excluded)</i></p>	<p>Copy of audited Balance Sheets and Profit & Loss Statements for the last three financial years (FY 2014-15, FY 2015-16, FY 2016-17).</p> <p>In case the P&L Account shows consolidated revenues, then a Certificate from the Statutory Auditor/Company Secretary of the bidder, is required to be submitted to corroborate that the revenues of the Bidder.</p>

		<p><i>while calculating this turnover)</i></p> <p><i>For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</i></p>	
3.	Profitability and Net worth	<p>a) Bidder should be profit making (Net profit before tax) as per the audited financial statements in last 3 financial years (FY 2014-15, FY 2015-16, FY 2016-17).</p> <p>b) For the purpose of this criterion, profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited financial statements for the last three financial years.</p> <p>Certificate from Chartered Accountant</p>
4.	Experience in development and maintenance of a large scale IT System Integration Projects	<p>a) The Bidder is an IT System Integrator, it should have the experience in SI projects of similar nature (implemented nation-wide, state-wide or globally in last 5 financial years (FY 2012-17) including Software Application design, development & maintenance. It excludes the cost of procurement, deployment and maintenance of infrastructure. The above project(s) should meet the following requirement:</p> <p>At least 3 such projects of value of INR 150 Cr or more</p> <p>OR</p> <p>At least five such projects each of value of INR 100 Cr or more</p> <p>OR</p> <p>At least seven such projects each of value of INR 75 Cr or more</p> <p>In addition, the Bidder should have the experience of development, implementation and maintenance of</p>	<p>Citation as per format specified in Section 6.3</p> <p>AND</p> <p>Copy of Work Order AND Completion Certificates from the client;</p> <p>OR</p> <p>Work Order AND Self Certificate of Completion certified by the Statutory Auditor Company Secretary;</p> <p>OR</p> <p>Work Order AND Phase Completion Certificate from the client;</p> <p>OR</p> <p>Copy of client certificate as documentary proof for the stated criteria and implementation status;</p> <p>OR</p> <p>Certificate by the Company Secretary of the bidder for the stated criteria and</p>

		<p>e-governance application or e-governance portal implemented in the last 5 financial years (FY 2012-17) meeting the following requirement:</p> <p>At least 2 such project of value more than INR 50 Cr, OR</p> <p>At least 4 such projects each of value more than INR 30 Cr, OR</p> <p>At least 6 such projects each of value more than INR 20 Cr</p>	<p>implementation status.</p> <p>[Note 1 – In case of integrated project, relevant certificate from the Statutory Auditor confirming value of relevant work to be submitted.</p> <p>Note 2 – All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity</p> <p>Note 3 – All the supporting documents mentioned above shall be required from all the bidding entities</p>
5.	Experience in Grievance Redressal Management Services	<p>The Bidder should have the experience of executing Grievance Redressal Management Services Project in the last 5 years (ending last day of month previous to the one in which Proposal applications are invited) in India:</p> <p>At least 2 such project of value more than INR 20 Cr, OR</p> <p>At least 3 such projects each of value more than INR 15 Cr, OR</p> <p>At least 5 such projects each of value more than INR 10 Cr</p>	<p>Copy of work order + Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity); OR</p> <p>Work Order + Phase Completion Certificate from one of the Directors of the bidding entity/client certificate</p>
6.	Experience in Business Intelligence and Analytics	<p>The Bidder should have the experience of executing Business Intelligence and Analytics Project in the last 5 years (ending last day of month previous to the one in which Proposal applications are invited) in India:</p> <p>At least 2 such project of value more than INR 20 Cr, OR</p> <p>At least 3 such projects each of value more than INR 15 Cr, OR</p> <p>At least 5 such projects each of value more than INR 10 Cr</p>	<p>Copy of work order + Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity); OR</p> <p>Work Order + Phase Completion Certificate from one of the Directors of the bidding entity/client certificate</p>

7.	Certifications	The Bidder should possess valid CMMi 5 or later certificate as on the date of submission of the proposal.	Copy of the valid requisite certificates (Note- the certificates have to be in the name of the Bidder)
8.	Blacklisting	The Bidder should not have been blacklisted by Govt. of India/State Government/Central PSU at the time of proposal submission date.	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory from Bidder.

Note: In case the Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale etc.) in the last three financial years (FY 2014-15, FY 2015-16, FY 2016-17), it may showcase credentials of its erstwhile current entity provided sufficient documentary proof is submitted with the proposal to evince that such credentials have accrued to transferred to are in the name of the bidding entity and the bidding entity is authorized to use such credentials. Notwithstanding the foregoing, credentials of parent entity, holding entity, subsidiaries or affiliates etc. cannot be used (and shall not be considered) unless such parent entity, holding entity, subsidiaries or affiliates etc. is an integral part of the consortium and is itself bidding.

All the citations that have to be provided for pre-qualification criteria shall be as per the format provided in Section 6.3.

3.6 Technical Evaluation Framework

The bidder's technical solution proposed in the technical evaluation proposal document will be evaluated as per the evaluation criteria mentioned in the table below:

#	Evaluation Criteria	Total Marks	Minimum qualifying marks (cut-off)
1	Bidder's Experience	200	>=140(70%)
2	Proposed Solution	250	>=175 (70%)
3	Approach & Methodology	200	>=140 (70%)
4	Resource Planning, Project Governance & Key personnel proposed	200	>=140 (70%)
5	Technical Presentation	150	>=105 (70%)
Total		1000	750 (Minimum total technical score of 75%)

Purchaser (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.

The following sections explain how the Bidders will be evaluated on each of the evaluation criteria.

3.6.1 Bidder's Experience

#	Citation	Citation Details	Documentary Evidence	Marks Allotted
1.	Experience in development and maintenance of large scale IT system (nation-wide or state-wide or abroad) (excluding infrastructure procurement, deployment and maintenance)	Experience in development & maintenance of large scale IT systems of comparable scope and magnitude in last 5 financial years (FY 2012-17).	<ul style="list-style-type: none"> • Citation as per format specified <li style="text-align: center;">AND • Copy of Work Order AND Completion Certificates from the client; <li style="text-align: center;">OR • Work Order AND Self Certificate of Completion certified by the Statutory Auditor Company Secretary; <li style="text-align: center;">OR • Work Order AND Phase Completion Certificate from the client; <li style="text-align: center;">OR • Copy of client certificate as documentary proof for the stated criteria and implementation status; <li style="text-align: center;">OR • Certificate by the Company Secretary of the bidder for the stated criteria and implementation status. <p>[Note 1 – In case of integrated project, relevant certificate from the Statutory Auditor confirming value of relevant work to be submitted.</p> <p>Note 2 – All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity</p> <p>Note 3 – All the supporting documents mentioned</p>	80

			above shall be required from the Bidder	
2.	Experience in e-Governance projects	Experience in e-Governance projects during the last five (5) years from the date of submission of proposal.	<ul style="list-style-type: none"> • Citation as per format specified AND • Copy of Work Order AND Completion Certificates from the client; OR • Work Order AND Self Certificate of Completion certified by the Statutory Auditor Company Secretary; OR • Work Order AND Phase Completion Certificate from the client; OR • Copy of client certificate as documentary proof for the stated criteria and implementation status; 	40
3.	Experience in Business Intelligence/Analytics	Experience in analytics domain during the last five (5) years from the date of submission of proposal.	<p>Copy of work order + Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity); OR</p> <p>Work Order + Phase Completion Certificate from one of the Directors of the bidding entity/client certificate</p>	40
4	Experience in Grievance Redressal System	Experience in Grievance Redressal System during the last five (5) years from the date of submission of proposal.	<p>Copy of work order + Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion</p>	40

			(Certified by CS/independent auditor of the bidding entity); OR Work Order + Phase Completion Certificate from one of the Directors of the bidding entity/client certificate	
TOTAL				200

3.6.2 Proposed Solution

#	Criteria	Areas to be Demonstrated	Documentary Evidence	Marks Allotted
1	Solution/Product Experience	<p>Whether the proposed Solution (technologies as proposed in this proposal) is deployed and operational in an existing project.</p> <p>Bidder will be evaluated as per their prior experience of deploying and maintaining of technologies proposed for this project.</p>	<p>Copy of work order + Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity)</p>	60
2	Overall Solution Architecture	<p>Functional architecture, Application architecture, Integration architecture and presentation covering at minimum the below key aspects:</p> <ul style="list-style-type: none"> • Modularity of the system • Scalability to handle future load by adding additional compute and no constraints on the application • Suitability of Tools/Components & Technologies proposed including capacity to handle large volumes • How the system is compliance to architecture principles as required for UWIN System • Approach to develop the API based system • Managing the API eco system • Approach for interfacing with other systems • Risk and mitigation Plan • Plan to handle multiple 	Proposal	80

		stakeholders		
3	Security Architecture	Security Architecture including: <ul style="list-style-type: none"> • Access & Identity Management • Application Security • Database security including ensuring non repudiation of data and reconstruction of truth • Governance framework to cover the threat landscape • Solution to ensure fool proof security to the system from various threats including hacking attempts, internal threats, etc. • Privilege management • Compliance to Regulations (IT Act, CERT -in and other government guidelines) • Security of payment gateways 	Proposal	60
4	Database Architecture	<ul style="list-style-type: none"> • Database design • Data structures • Database security for any data change 	Proposal	50
TOTAL				250

3.6.3 Approach & Methodology

#	Criteria	Criteria Details	Marks
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			Allotted								
1	Understanding of Business and Scope of work and all aspect of the Project	Demonstrated level of understanding of the business processes, the project purpose and scope of work. <table border="1"> <tr> <td><i>Excellent</i></td> <td>60</td> </tr> <tr> <td><i>Very good</i></td> <td>50</td> </tr> <tr> <td><i>Good</i></td> <td>40</td> </tr> <tr> <td><i>Average</i></td> <td>30</td> </tr> </table>	<i>Excellent</i>	60	<i>Very good</i>	50	<i>Good</i>	40	<i>Average</i>	30	60
<i>Excellent</i>	60										
<i>Very good</i>	50										
<i>Good</i>	40										
<i>Average</i>	30										
2	Approach for Implementation of the project including Tools and Technologies used for project control and execution (e.g. Configuration management, Project monitoring and reporting, etc.)	Approach for project implementation and bidder's plan for performing the required services as detailed in scope of work in the RFP and to meet the desired SLAs <table border="1"> <tr> <td><i>Excellent</i></td> <td>60</td> </tr> <tr> <td><i>Very good</i></td> <td>50</td> </tr> <tr> <td><i>Good</i></td> <td>40</td> </tr> <tr> <td><i>Average</i></td> <td>30</td> </tr> </table>	<i>Excellent</i>	60	<i>Very good</i>	50	<i>Good</i>	40	<i>Average</i>	30	60
<i>Excellent</i>	60										
<i>Very good</i>	50										
<i>Good</i>	40										
<i>Average</i>	30										
3	Transition, Migration, Upgradation of existing SECC and Unorganized Worker Databases to create Base UWIN Database for the portal till Go-Live	Approach for creation of base UWIN database linking SECC Database and other existing Unorganised Worker Databases at the central and state level. <table border="1"> <tr> <td><i>Excellent</i></td> <td>50</td> </tr> <tr> <td><i>Very good</i></td> <td>40</td> </tr> <tr> <td><i>Good</i></td> <td>30</td> </tr> <tr> <td><i>Average</i></td> <td>20</td> </tr> </table>	<i>Excellent</i>	50	<i>Very good</i>	40	<i>Good</i>	30	<i>Average</i>	20	50
<i>Excellent</i>	50										
<i>Very good</i>	40										
<i>Good</i>	30										
<i>Average</i>	20										
4	Transition & Exit Management plan of the proposed Solution	Detailed Transition and Exit Management plan. To include: Comprehensiveness of scope of work Level of detail Phase wise Exit Management plan Knowledge sharing	30								
TOTAL			200								

3.6.4 *Resource Deployment Plan and Team Composition*

For a project of such a large scale and complexity, it is imperative that the Managed Service Provider (MSP) should deploy best of class professionals to ensure successful execution of this project. The MSP will in its proposal include the names and detailed curriculum vitae of their key personnel who will be working full time on this project. The CVs shall be evaluated on the following parameters:

- Qualification & Certification
- Total experience
- Experience in similar assignments

Purchaser will provision space for MSP personnel in its premises. For the key personnel working out of Purchaser's office, Purchaser will provide them with basic office infrastructure like seating space, internet connection, and a common telephone line. The MSP team is expected to bring their own laptops and data cards (as required). The proposed list of identified key roles and their onsite deployment requirement is as given below:

#	Criteria	Criteria Details	Marks Allotted																				
1	Resource Deployment Plan & Governance structure	Bidder would be evaluated for Resource Deployment Plan & Governance Structure (40 marks for resource deployment plan and 40 marks for governance structure) <table border="1"> <tr> <td><i>Average</i></td> <td>50</td> </tr> <tr> <td><i>Good</i></td> <td>60</td> </tr> <tr> <td><i>Very Good</i></td> <td>70</td> </tr> <tr> <td><i>Excellent</i></td> <td>80</td> </tr> </table>	<i>Average</i>	50	<i>Good</i>	60	<i>Very Good</i>	70	<i>Excellent</i>	80	80												
<i>Average</i>	50																						
<i>Good</i>	60																						
<i>Very Good</i>	70																						
<i>Excellent</i>	80																						
2	Program Manager	Should fulfill basic minimum qualification as mentioned in RFP in terms of <table border="1"> <thead> <tr> <th></th> <th>Qualification & Certification (total 40%)</th> <th>Total experience (total 20%)</th> <th>Experience in similar assignments (total 40%)</th> </tr> </thead> <tbody> <tr> <td><i>Average</i></td> <td>20%</td> <td>5%</td> <td>20%</td> </tr> <tr> <td><i>Good</i></td> <td>25%</td> <td>10%</td> <td>25%</td> </tr> <tr> <td><i>Very Good</i></td> <td>30%</td> <td>15%</td> <td>30%</td> </tr> <tr> <td><i>Excellent</i></td> <td>40%</td> <td>20%</td> <td>40%</td> </tr> </tbody> </table>		Qualification & Certification (total 40%)	Total experience (total 20%)	Experience in similar assignments (total 40%)	<i>Average</i>	20%	5%	20%	<i>Good</i>	25%	10%	25%	<i>Very Good</i>	30%	15%	30%	<i>Excellent</i>	40%	20%	40%	15
	Qualification & Certification (total 40%)		Total experience (total 20%)	Experience in similar assignments (total 40%)																			
<i>Average</i>	20%		5%	20%																			
<i>Good</i>	25%		10%	25%																			
<i>Very Good</i>	30%		15%	30%																			
<i>Excellent</i>	40%		20%	40%																			
3	Solution Architect		15																				
4	Expert- Software Development		10																				
5	Expert- Testing		10																				
6	Expert- Release Management	10																					
7	Expert- Database	10																					
8	Security Architect	10																					
9	Other – Key Personnel	40																					
Total			200																				

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

#	Criteria	Criteria Details
1.	Program Manager	<ul style="list-style-type: none"> Education: Full Time B. Tech/B.E. and MBA / M. Tech & from a reputed institute Total Experience: Should possess at least 15 years of experience in IT/Taxation domain.

		<ul style="list-style-type: none"> • Should have more than 10 years of experience of handling such large projects as a project/program manager • Should possess Project Management certification like PMP or Prince2. • Should have led a team of more than 100 direct/indirect people. • Should have led at least one such project end to end i.e. from development to deployment to O&M phase
2.	Expert- Software Development	<ul style="list-style-type: none"> • Should have a minimum educational qualification of BE/B. Tech (in Computer Science/IT/EC) or MCA. • Should have an overall experience of 10 years or above in the field of Software Development, software project implementation, of which, exclusively, at least the last 5 years should have been spent while working as Manager Application Development/Application Maintenance. • The person should be preferably PMP or Prince 2 certified. • Experience in prevalent project methodologies e.g. Agile. • Should have managed a team of 30+ software developers. • Languages known (Read, Write and Speak): Hindi, English • Excellent writing, MIS, communication, time management and multi-tasking skills • Previous experience of handling large e-governance projects would be an added advantage
3.	Expert- Release Management	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/B.E. from a reputed institute • Total Experience: 10 years or above in Release management domain • Should have experience of leading RM track at least three such large scale projects • At least 5 years of experience as Manager Release Management • Should have managed a team of 10+ resources • Experience in an Indian project of similar nature would be an added advantage • Should have OEM/Industry Standard certification in SDLC Management. E.g. ITILV.3, Agile, etc.

4.	Expert-Testing	<ul style="list-style-type: none"> • Education: B.E/MCA • Total experience: 10 years or above in Testing (load, unit, user acceptance, performance, etc.) • At least 5 years of experience as a Lead Manager for Testing in large projects. • Good knowledge of applicable test tools and test environment • Must possess testing, strong analytical & troubleshooting skills. • Must have good aptitude for Quality Assurance • The person should preferably be CSQA or ISTQB Certified.
5.	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 15 years in IT domain • Should have experience of more than 7 years as Solution Architect in large projects of similar nature • Should have architected at least three such large scale projects • Should possess Industry standard certifications like TOGAF.
6.	Expert- Database	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/B.E./Certified DBA • Total Experience: At least 10 years in IT domain • Should have experience of more than 7 years in Database architecting/design in large projects of similar nature • Experienced in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc. • Person needs to mandatorily have experience in Databases that are proposed for UWIN. • Should have OEM standard certification as applicable.
7.	UI Expert	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/BE • Total Experience: At least 10 years in IT Domain • Should have experience of more than 5 years in UI domain • Experience in creating wireframes, storyboards, user

		<p>flows and process flows</p> <ul style="list-style-type: none"> • Proficient in HTML5, CSS3 and Javascript for rapid prototyping • Excellent visual design skills • Experience using tools such as Photoshop, Sketch, Illustrator, InVision, UXPin, Quartz
8.	Expert- Business Intelligence and Analytics	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/BE • Total Experience: At least 10 years in IT Domain • Should have experience of more than 5 years in Data Analytics domain • Experienced in designing data warehouses/marts as required
9.	Expert- Grievance Redressal	<ul style="list-style-type: none"> • Education: Full time Graduation or equivalent • Total Experience: Should have an overall experience of 5 years • Should have experience of at least 3 years in a Call Centre/ Technical Helpdesk role • Experienced in leading teams for designing and preparing training content and material • Experienced in coaching and developing skills • Effective problem-solving and decision-making skills • Ability to speak, read and write in both Hindi and English • Ability to communicate effectively and politely in both speaking and written format.
10.	Expert- CRM and MIS	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/BE or equivalent with preferably MBA degree • Should have an overall experience of more than 10 years • At least 5 years' experience in developing and maintaining adaptive web portals and mobile apps • Experience in developing and managing databases • Proficiency with data management software • Experience in implementing software and security updates

11.	Expert- Information Security and Data Privacy	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/BE or equivalent with preferably MBA degree • Total experience: Should have an overall experience of 7 years or above in the field of Information Security and Data Privacy • Experience in developing and maintaining security and architectural profiles • Experience in enforcement of security, architecture and risk management framework for compliance • At least 3 IS related certifications
12.	Security Architect	<ul style="list-style-type: none"> • Education: Full time MCA/M. Tech/B. Tech/BE or equivalent. • Total experience: Should have an overall experience of 12 years or above in the field of Information Technology. • Should have experience of at least 7 years in designing and maintaining security systems in large projects. • Should have OEM/Industry Standard certification like CISM, CISSP, ISO 27001 etc.
13.	Expert- Capacity Building	<ul style="list-style-type: none"> • Education: Should have a minimum educational qualification of MBA in Human Resources • Should have an overall experience of more than 8 years or above in conducting Organization Training and Human Resource Management. • Excellent communication skills with fluency in Hindi and English • Experienced in leading teams for designing and preparing training content and material
14.	Expert- Technical Training	<ul style="list-style-type: none"> • Master's degree • At least 10 years' experience in devising and delivering training programs • Experience in preparing course content and objective setting • Experience in preparing training material • Experience in executing training sessions, webinars, workshops • Evaluate and assess training outcomes • Outstanding communication skills and interpersonal abilities • Relevant certifications such as CTT + is a must

3.6.5 *Technical Presentation*

#	Criteria	Criteria Details	Marks Allotted
1	Presentation (90 minutes presentation + 30 minutes Q&A)	<ul style="list-style-type: none"> • Answer queries • Quality of presentation • SLA management • Completeness of solution • Governance framework • Quality Assurance & Framework • Tools & methodology 	150
TOTAL			150

Note: The presentation to be delivered by the bidder's nominated Program Manager along with key members of the proposed team, as desired by Purchaser. Bidder needs to commit 100 percent time availability of key personnel proposed from the day 1 of the project. In case the team is not committed to the project the proposal may be rejected by the bidding authority. The project sponsor from the bidder's organization should be present during the presentation.

Wherever there is problem in providing name or cost of project due to Non-disclosure agreements with the clients, the bidder can provide a certificate from an independent auditor or Company Secretary. The bidder has to provide an undertaking to this effect.

4 Award of Contract

4.1 Notification of Award

The Purchaser will notify the successful Bidder in writing that its proposal has been accepted. The Purchaser shall issue a Letter of Intent to the selected Bidder and the name of the selected bidder shall be announced on the website www.labour.gov.in.

4.2 Signing of Contract

Within 15 days of issuance of Letter of Intent, the successful bidder shall execute the Master Services Agreement as provided in Volume-3 of this RFP. Within 15 days of receipt of the notification of award, the successful Bidder shall also submit the Performance Bank Guarantee (PBG) in accordance with the terms of this RFP. If the successful bidder fails to execute the MSA or furnish the PBG within such 15 days period (or such other extended timelines as agreed by Purchaser in its sole discretion), Purchaser shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.

4.3 Performance Bank Guarantee (PBG)

The successful Bidder shall at his own expense submit to Purchaser unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a scheduled bank, in the format prescribed in Section 9, payable on demand, for the due performance and fulfilment of the contract by the bidder. The proceeds of the PBG shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost, etc.) resulting from the Supplier's/ Bidder's failure to comply with its obligations under the Contract.

The PBGs shall be submitted within 15 working days from the date of issuance of the PO/Letter of Intent or Award.

The Performance Bank Guarantees (PBG) will be for an amount equivalent to 10 percent of total contract value to be submitted at issuance of PO/Letter of Intent or award.

PBG shall be invoked by Purchaser in the event the MSP:

- i. Fails to meet the overall liquidated damages condition as mentioned in RFP Vol 1 or any changes agreed between the parties,
- ii. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Purchaser including failure to comply with exit management responsibilities.
- iii. Misrepresentations of facts/information submitted to Purchaser.

The PBG shall be valid till satisfactory completion of Post Implementation Support for a period of 60 days beyond the date of completion of all contractual obligations.

The PBG may be discharged/returned by Purchaser upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the bidder being unable to service the contract for whatever reason, Purchaser would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Purchaser under the contract in the matter, the proceeds of the PBG shall be payable to Purchaser as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. Purchaser shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Forfeiture of PBG shall be without prejudice to any other right of the Purchaser to claim

any damages as admissible under the law as well as to take such action against the Supplier/Bidder such as severing future business relation or blacklisting, etc., as may be deemed fit.

Purchaser shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP Vol 1, the performance bank guarantee shall be accordingly extended by the bidder till completion of scope of work as mentioned in RFP Vol 1.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate will be issued and the PBG will be returned to the bidder.

4.4 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value bidder or call for new proposals. In such a case, Purchaser shall invoke the PBG and/or forfeit the EMD.

The Bidder at no point of time can excuse themselves from any claims by the purchaser whatsoever for their deviations in conforming to the terms and conditions, payment schedules, the timeframe for implementation, etc. as mentioned in Request for Proposal (RFP) document.

5 Annexure-1

5.1 Annexure-1: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

#	Volume No	Clause No	Page No	Section (Name & No.)	Statement as per tender document	Query by bidder	Reason for Query
1							
2							
3							
4							
5							

6 Annexure-2: Formats for Submission of the Pre-Qualification Proposal

6.1 Pre-Qualification Proposal Covering Letter

<Location, Date>

To,

<Name, Address>

Subject: Submission of the Pre-Qualification proposal for <“Name of the Proposal”>

Dear Sir,

We, the undersigned, offer to provide Design, Development, Implementation, Operation & Maintenance services for Unorganised Worker Identification Number (UWIN) Platform with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Pre-qualification proposal.

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

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.2 Profile of the Bidding Firms

To be filled separately by both MSP & Subcontractor(s)

A. Background Information			
Name of the firm:			
Role:			
Registered Office Address:			
Name of the contact person and contact details (Note: For MSP, the contact person should be the Authorized Signatory):			
Name and details of the CEO:			
Financial Year	Audited Annual Turnover (INR Crores)	Audited Annual Profit (INR Crores)	Audited Annual turnover from Software Development, implementation and management services (INR Crores) (Only for MSP)
B. Other Information			
No of years of Operation			
Total number of Employees			
Total number of Employees in India			
List of Quality Certifications			
List of Indian Customers to whom the Firm has provided similar services in India in last 3 years. (Note: Similar Services will mean the type of services which the Firm will provide as part of this RFP)			

6.3 Pre-Qualification Citations

S. No.	Item	Bidder's Response
1.	Proposed Product/Solution/criteria (for which the citation has been provided)	
2.	Name of Bidder entity	
3.	Assignment Name	
4.	Name of Client	
5.	Name of the entity engaged in the Assignment	
6.	Country	
7.	Contact Details (Contact Name, Address, Telephone Number)	
8.	Approximate Value of the Contract	
9.	Duration of Assignment (months)	
10.	Award Date (month/year)	
11.	Completion Date (month/year)	
12.	Narrative description of the project	
13.	Details of Work that defines the scope relevant to the requirement	
14.	Documentary Evidence attached	

6.4 Self-certificate for non-blacklisting clause

We confirm that our Company <> as on date of submission of the proposal is not been blacklisted by any Central/State Government/PSU entity in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

Name & Designation of the Authorized Signatory

6.5 No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation on Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Data Centre Requirements Specification and Technical Requirements Specification), legal or Commercial aspects in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.6 Total Responsibility Certificate

This is to certify that I undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.7 Template for Integrity Pact

Integrity Pact

This Integrity Pact is entered into by and between

The President of India, acting through the Ministry of Labour and Employment, Government of India, having its office located at <Address> (herein after referred to as the “Purchaser”, which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

AND

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

Preamble

The Purchaser intends to award, under laid down organizational procedures, contract for Creation of National Platform of Unorganized Workers and Allotment of an Aadhaar Seeded Identification Number through an open tender process and has issued RFP bearing number File No. A-12014/1/2018-SS-II. The Purchaser values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Vendor(s) Contractor(s).

In order to achieve these goals, the Purchaser wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1- Commitments of the Purchaser

1. The Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Purchaser, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Purchaser will during this tender process treat all Bidder(s) with equity and reason. The Purchaser will in particular, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.
 - c) The Purchaser will exclude from the process all known prejudiced persons.
2. If the Purchaser obtains information on the conduct of any of its officer’s employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Purchaser will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder

- a) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- b) The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the Purchaser’s employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- c) The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelization in this tender process.

- d) The Bidder will not commit any offence under the Indian Penal Code 1860 and or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e) The Bidder will, when presenting its proposal, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- f) The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies in an effort to influence the bidding decision making process or to attain any undue favours to the Bidder.
- g) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees Directors/management representatives of the Bidder who have family relationships with the employees or officers of the Purchaser.
- h) The Bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the Purchaser. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the Purchaser or any other interests during this tender process or through operation of the Agreement.
- i) The Bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.
- j) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, the Purchaser is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

- a) If the Purchaser has disqualified the Bidder from this tender process prior to the award according to Section 3, the Purchaser is entitled to forfeit the Earnest Money Deposit/Proposal Security deposited by the Bidder.
- b) If the Purchaser has terminated the Agreement according to Section 3, or if the Purchaser is entitled to terminate the Agreement according to Section 3, the Purchaser shall be entitled to demand and recover from the Bidder Vendor the amount equivalent to Security Deposit Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

-
- a) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.
 - b) If the Bidder makes incorrect statement on this subject or hides any material information, the Purchaser is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6: Equal treatment of all Bidders

- a) The Bidder undertakes to demand from all subcontractors of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the Purchaser before signing of the Agreement with the Purchaser.
- b) Only if the Bidder has entered into this Integrity Pact with the Purchaser, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- c) The Purchaser will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

Section 7: Criminal charges against violation Bidder/Subcontractor(s)

If the Purchaser obtains knowledge of conduct of the Bidder or its Subcontractor, or of an employee or a representative or an associate of the Bidder or Subcontractor which constitutes corruption, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- a) The Purchaser appoints <Details> as Independent External Monitor for this Integrity Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- b) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor shall report to <Details>.
- c) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Purchaser 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 of the Vendor. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) of Vendor with confidentiality.
- d) The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the Purchaser and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.
- e) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the Purchaser and request the Purchaser to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- f) The Monitor will submit a written report to the Purchaser within 8 to 10 weeks from the date of reference or intimation to him by the Purchaser and, should the occasion arise, submit proposals for correcting problematic situations.
- g) If the Monitor has reported to the Purchaser, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the Purchaser has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- h) The word 'Monitor' would include both singular and plural.

Section 9– Pact Duration

- a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.
- b) If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Purchaser.

Section 10 – Other provisions

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the Purchaser first above written, i.e. New Delhi.
- b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

For & On Behalf of the Purchaser
(Official Seal)

Place: _____

Date: _____

Witness:

(Name & Address):

For & On Behalf of the Bidder
(Official Seal)

Place: _____

Date: _____

Witness:

(Name & Address):

6.8 Bank Guarantee Format for Earnest Money Deposit (EMD)

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the proposal for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Proposal") 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 Proposal 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 proposal; 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.
- If the documents information provided by the bidder during the proposal process is found to be incorrect, false or misleading.

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:

Date:

7 *Annexure-3: Formats for Submission of the Technical Proposal*

7.1 *Technical Proposal Covering Letter*

To,

<Designation>

<Address>

Subject: Submission of the Technical proposal for “<Name of the RFP>”

Dear Sir,

We, the undersigned, offer to provide Design, Development, Implementation, Operation & Maintenance services for Unorganised Worker Identification Number (UWIN) Platform with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes Pre-qualification proposal, Technical proposal and the Commercial Proposal sealed in a separate envelope.

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

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

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

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

7.2 Bidder's General Information

Following table shall be filled with the details of the Bidder.

S.No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	Contact Name	
5.	Position	
6.	Address	
7.	Mobile	
8.	Telephone	
9.	Fax Number	
10.	Email Address	
11.	Brief Description of the Organization	

7.3 Bidder's Experience - Client Citations

Following table shall be filled with the details of the bidder.

S. No.	Item	Bidder's Response
1.	Proposed Product/Solution/Criteria (for which the citation has been provided)	
2.	Name of Bidder entity	
3.	Assignment Name	
4.	Name of Client	
5.	Country	
6.	Contact Details (Contact Name, Address, Telephone Number)	
7.	Approximate Value of the Contract	
8.	Relevant Value of the Contract	

9.	Duration of Assignment (months)	
10.	Award Date (month/year)	
11.	Completion Date (month/year)	
12.	Narrative description of the project	
13.	Details of Work that defines the scope relevant to the requirement	
14.	Documentary Evidence attached	
15.	Details of the proposed resources who were part of the project (if any) along with their roles. If none, mention N/A	

7.4 Solution Architecture and Design

<Provide details of the entire solution, along with the key differentiators. Focus on Section 3.6.2 of Volume-2 of the RFP>

7.5 Approach and Methodology

<Answers to the questions as asked in Section 3.6.3 of Volume-2 of the RFP>

7.6 Sizing Approach and Details

<Sizing approach and details shall be provided in the proposal>

7.7 Project Plan

S. No.	Activity	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1.													
2.													
3.													
4.													
5.													
6.													
7.													

7.8 Resource Deployment Plan

7.8.1 Resource Deployment Plan-UWIN implementation phase

#	Role	Name	Period (Months)						Total person-month proposed	Distribution of Total		Deployment Cost
			M1	M2	M3	M4	M5	M6		Total	Onsite	
1.												
2.												
3.												
4.												
5.												
6.	<Add more rows>											
Total												

Please add/modify the columns as required.

Note:

The total manpower cost for UWIN implementation phase shall be equal to summation of line items (1A+1B) of 8.3 Capital Expenditure- Schedule A

7.8.2 Resource Deployment Plan-UWIN O&M phase

#	Role	Name	Operation & Maintenance Period (1.5 Years)		Total person-month proposed	Distribution of Total		Deployment Cost
			Year 1 (6 months)	Year 2 (12 months)	Total	Onsite	Offshore	Resource Cost
1.								
2.								
3.								
4.								
5.	<Add more rows>							

Note:

1. The Resource deployment plan includes not only the names of key personnel but will also include all other project team members including the development team
2. In the Period (Months/Years) cells enter the number of man-months the resource will be deployed for
3. While the resource deployment plan is based on roles, the bidder needs to include the names and CV's of the key personnel proposed to be deployed on the project.
4. The total manpower cost for UWIN Operations & Maintenance phase shall be equal to line item 'Operations & Maintenance of UWIN application and portal of 8.4 Operations and Maintenance (Opex) – Schedule B

7.9 Curriculum Vitae (CV) of Team Members

1. Name of Firm:
2. Name of Staff:
3. Contact Details:
4. Designation:
5. Areas of Expertise:
6. Date of Birth:
7. Years with the Firm:
8. Total Years of Experience:
9. Nationality:
10. Education:

Picture

S.No.	Degree Obtained	Institution	Dates
1.	Post-Graduation		
2.	Graduation		

11. Key Qualifications:
(Brief Description)
12. Membership of Professional Associations:
13. Professional Certifications:
14. Other Training:
15. Countries of Work Experience:
16. Languages:

[For each language indicate proficiency: **excellent, good, fair, or poor** in speaking, reading, and writing.]

S. No.	Languages	Speak	Read	Write
1.	English			
2.	Hindi			

17. Employment Record:

From/To	
Employer	
Position held	
Key Duties Assigned:	

From/To	
Employer	
Position held	
Key Duties Assigned:	•

From/To	
Employer	
Position held	
Key Duties Assigned:	•

18. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

Name of assignment or project:	
Year:	
Location:	
Client:	
Main project features:	
Positions held:	
Activities performed:	▪

7.10 Bill of Material (BOM) for the Solution`

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

7.10.1 Solution Proposed

#	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Nomenclature of Product	Version & Year of Release (if applicable)	OEM (if applicable)	Features & Functionalities	Reference in the Submitted Proposal (Please provide page number/ section number/ volume)

7.10.2 *Bill of Material (Software)*

#	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	Number of Licenses (Development Environment)	Number of Licenses (UAT)	Number of Licenses (Data Centre/ Production)	Number of Licenses (DR Site)

Bidder must provide the licensing matrix for all products proposed to be deployed on the Project.

7.10.3 *IPR for UWIN Platform*

<Letterhead of the Bidder>

<Date>

Joint Secretary
Ministry of Labour and Employment, Shram Shakti Bhawan,
New Delhi- 110001

Sub: IPR for UWIN Platform

Sir,

We, the bidder for the Design, Development, Implementation, Operation & Maintenance services for Unorganised Worker Identification Number (UWIN) Platform, would like to confirm that when we license the (Name of the Solution(s) and develop customized solution, to Ministry of Labour and Employment, the IPR of the integrated customized code for the solution will be made available to MoLE and will be in the name of MoLE.

Dated this ____ day of ____ 201__

Yours sincerely,

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

7.10.4 *Manufacturer's/Producers' Authorization Form*

(On Company letterhead only)

<Location, Date>

To,

<Name, Address>

Subject: Supply of equipment for “UWIN Platform” for <Purchaser>

Dear Sir,

This is to certify that <Insert complete legal name of the OEM>; I/we am/are the Original Equipment Manufacturers (“OEM”) in respect of the products listed below (“Products”). I/We confirm the Products listed herein have not been announced as End-of-Life or End-of-Sale.

I/We confirm that <Insert complete legal name of MSP> (“Managed Service Provider” or “MSP”) has due authorization from us to resell and supply certain OEM Equipment(s), to <Purchaser>. The MSP is authorised by us, to provide the solution, implementation, requisite training & maintenance services, provide maintenance and upgrade support services for our products for the listed Information Technology infrastructure and System Integration services to <Purchaser>.

When resold by reseller the Products shall be subject to applicable warranty terms and service policies of the OEM.

I/We affirm that as of the date of this letter, we shall make support available for the Product(s) and provide support of parts for repair (or functionally equivalent replacements) thereof for a period of up to seven (7) years from the date of sale to <Purchaser> and that we currently expect to make these Products, or subsequent versions or functional equivalents of them, available for sale during such period of time.

We assure you that in the event of MSP, not being able to fulfil its obligation as our representative in respect of applicable standard warranty terms we would continue to meet our warranty terms for the entire term of the MSP agreement with <Purchaser>, as signed at the start of the project, through appropriate alternate arrangement(s) through our support mechanism in India.

This authorization letter is applicable against the Products listed below:

S. No.	Product Name
1	
2	
3	

For and on behalf of <Insert OEM's company name>

<Signed and Sealed>

<Name of Authorised Signatory>

<Designation>

<Contact Details>

Cc: MSP's corporate name & Address

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The bidder in its Proposal should include it.

7.10.5 OEM Undertaking – Support for COTS Solution

We confirm that our firm/company <> takes full responsibility for providing complete technical support for all aspects of project implementation, solution maintenance and support during entire period of Project including extended period if any as stated in RFP. We through this undertaking shall signify and vetting of the COTS solution <product name> as proposed and implemented by bidder.

Sincerely,

<Signed and Sealed>

<Name of Authorised Signatory>

<Designation>

<Contact Details>

7.10.6 OEM Undertaking - Support Mechanism

We confirm that our firm/company <> have support mechanism in India, directly through our support office in India or through our authorized channel partners in India. By using this we will provide support during entire period of Project including extended period if any, as stated in RFP. This would be in addition to web support or remote support.

Sincerely,

<Signed and Sealed>

<Name of Authorised Signatory>

<Designation>

<Contact Details>

7.11 Governance Structure & Escalation Framework along with Risk Management Plan

<Refer Volume-1 of the RFP >

7.12 Exit Management Plan

<Refer Volume-1 of the RFP >

7.13 Performance Improvement Plan

<Refer Volume-1 of the RFP. MSP to provide a comprehensive performance improvement plan aimed specifying its strategy to improve the overall performance of the proposed UWIN platform, especially around performance of the UWIN platform and performance of queries in it, increased adoption of the UWIN platform by users, improving the accuracy and efficacy of the analytical models etc. >

8 Annexure-4: Formats for Submission of the Commercial Proposal

8.1 Commercial Proposal Covering Letter

To,

<Designation>

<Address>

Subject: Submission of the Commercial proposal for “<Name of the RFP>”

Dear Sir/Madam,

We, the undersigned, offer to provide the Managed Service Provider Services for Unorganised Worker Identification Number (UWIN) Project in accordance with your Request for Proposal dated <<Date>> and our Proposal. Our attached Commercial Proposal is for the amount of <<Amount in words and figures>>. This amount is inclusive of all the taxes.

1. PRICE AND VALIDITY

- All the prices mentioned in our proposal are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Proposal are valid for a period of <180 days> calendar days from the date of opening of the Proposal.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. RFP PRICING

We further confirm that the prices stated in our proposal are in accordance with your Instruction to bidders included in RFP documents.

3. QUALIFYING DATA

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

4. PROPOSAL PRICE

We declare that our Proposal Price is for the entire scope of the work as specified in all the Volumes of this RFP and Annexures thereto. Our proposal prices are mentioned in the submitted Commercial Proposal.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Section 9 of this RFP document.

Our Commercial Proposal shall be binding upon us subject up to expiration of the validity period of the Proposal, i.e., [Date].

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

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

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

8.2 Summary of Cost Components

This is the summary table of commercial proposal for this RFP. All the base prices in this table shall be picked from tables in the following sub-sections. All expenses related to travelling, lodging, boarding and other expenses, if not specified in the RFP, will have to be borne by the bidder. All amounts are in INR. All the applicable taxes shall be paid by Purchaser on actual as per the tax rates prevailing on the date of invoicing.

S. No.	Commercial Bid Line Item	Total Price in INR	Total Amount in Words
1.	Capital Expenditure (CAPEX)		
2.	Operational Expenditure (OPEX)		
3.	Additional Manpower Cost		
Total Cost of Ownership (Inclusive of GST)			

8.3 Capital Expenditure - Schedule A

Serial No	Item Description	Pre Go-Live (6 months)			Year 1 (6 months)			Year 2 (12 months)			Total CAPEX (Inclusive of applicable GST)		
		Base Cost	Applicable GST	Total	Base Cost	Applicable Tax	Total	Base Cost	Applicable GST	Total	Cost	Applicable GST	Total CAPEX
1	Application Development												
1 A	UWIN Platform	-	-	-							-	-	-
1 B	UWIN Software Components	-	-	-							-	-	-
2 A	Hardware (if any)	-	-	-							-	-	-
2 B	COTS Software and other Tools & Licenses	-	-	-							-	-	-

3	Training and Capacity Building	-	-	-	-	-	-	-	-	-	-	-	-
4	BI and Analytics												
5	Others (Insert each item in a separate row as required)												
5 A	(insert detail)	-	-	-	-	-	-	-	-	-	-	-	-
5 B	(insert detail)	-	-	-	-	-	-	-	-	-	-	-	-
	Year-wise Cost	-	-	-	-	-	-	-	-	-	-	-	-

8.4 Operations and Maintenance Costs (OPEX) – Schedule B

Item Description	Year 1 (6 months)			Year 2 (12 months)			Total OPEX (Inclusive of applicable GST)			
	Base Cost	Applicable GST	Total	Base Cost	Applicable GST	Total	Base Cost	Cost	Applicable GST	Total OPEX
Operations & Maintenance of UWIN application and Portal	-	-	-	-	-	-	-	-	-	-
COTS ATS	-	-	-	-	-	-	-	-	-	-
Training	-	-	-	-	-	-	-	-	-	-
Helpdesk Operations & Maintenance (O&M)	-	-	-	-	-	-	-	-	-	-

Others (Insert each item in a separate row as required)											
(insert detail)	-	-	-	-	-	-	-	-	-	-	-
(insert detail)	-	-	-	-	-	-	-	-	-	-	-
Year-wise Cost	-	-	-	-	-	-	-	-	-	-	-

8.5 Additional Manpower Cost (On-Demand Services)- Schedule C

S. No.	Type of Resource	Required education, experience and skill set	No. of Man Months	Rate per Man month in INR	Applicable GST	Total Price in INR (inclusive of GST)
1.	Category 1	<ul style="list-style-type: none"> ▪ Full time B. Tech / BE ▪ Experience 3- 5 years ▪ Should have handled at least two assignments of similar nature 	18			
2.	Category 2	<ul style="list-style-type: none"> ▪ Full time B. Tech / BE ▪ Experience 6- 8 years ▪ Should have handled at least three assignments of similar nature 	18			
3.	Category 3	<ul style="list-style-type: none"> ▪ Full time B. Tech / BE ▪ Experience 8+ years ▪ Should have handled at least four assignments of similar nature 	18			
Total Cost						

9 Annexure-5: Template for PBG

PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

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

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

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

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

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

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

Not with standing anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease to exist.

File No. A-12014/1/2018-SS-III

Request for Proposal (RFP)

**For 'Creation of National Platform of Unorganized Workers and
Allotment of an Aadhaar Seeded Identification Number'**

Volume - III

Ministry of Labour & Employment

Rafi Marg

New Delhi

Government of India

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Acronyms

No.	Title	Title
1.	UWIN	Unorganized Workers Identification Number
2.	AMC	Annual Management Contract
3.	ATS	Annual Technical Service
4.	APIs	Application Programming Interface
5.	ASP	Application Service provider
6.	BI	Business Intelligence
7.	BIS	Bureau Of Indian Standards
8.	CAB	Change Advisory Board
9.	CAPEX	Capital Expenditure
10.	CBT	Computer Based Training
11.	CEO	Chief Executive Officer
12.	CMMi	Capability Maturity Model Integration
13.	COTS	Commercial Off-the –Shelf
14.	CRM	Customer relationship management
15.	DC	Data Centre
16.	DoP	Delegation of Power
17.	DPR	Detailed Project Report
18.	DR	Disaster Recovery
19.	GSA	General Services Administration
20.	IPR	Intellectual Property Rights
21.	ISO	International Organization for Standardization
22.	IT	Information Technology
23.	MIS	Management Information System
24.	MSP	Managed Service Provider
25.	OEM	Original Equipment Manufacturer
26.	QA	Quality Assurance
27.	RFP	Request For Proposal
28.	SLA	Service Level Agreement
29.	GST	Goods and Services Tax
30.	SRS	System Requirement Specifications

[To be executed on stamp paper of appropriate value]

THIS AGREEMENT (“Agreement”) is made on this the <***> day of <***> 2017 at New Delhi, India

BY AND BETWEEN

The President of India, acting through the _____, Ministry of _____, Government of India, having its office located at _____, New Delhi (herein after referred to as “Purchaser”, which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office or assign) of the First Part;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as ‘**Managed Service Provider’ or ‘MSP’** which expression shall, unless the context otherwise requires, include its successors and permitted assigns) of the Second Part;

Each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’.

WHEREAS:

- i. The Purchaser had invited bids vide its RFP _____ (hereinafter referred to as ‘RFP’, which term shall include all corrigendum, addendums and modifications issued by the Purchaser with reference to the RFP) for Appointment of _____ for _____;
- ii. The MSP had submitted its proposal dated _____ (hereinafter referred to as the ‘Proposal’, which term shall include all clarifications and additional documents submitted by MSP with reference to the Proposal) for the _____;
- iii. The Purchaser has accepted the Proposal and has agreed to appoint the MSP for the _____ and has issued a letter of award notifying the MSP of its selection as successful bidder dated _____ (‘Letter of Award’);
- iv. In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties intend to be bound legally by the terms and conditions agreed in this Agreement, for implementation of the Project.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions and Interpretations

1.1. Definitions

Terms and expressions used in this Agreement shall have the meanings set out in Schedule I of this Agreement or as defined in other volumes of the RFP. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are used in the Information Technology services industry shall be interpreted in accordance with their generally understood meaning in such industry.

1.2. Interpretation

In this Agreement, unless a contrary is evident:

- i. Unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Agreement including any amendments or modifications to the same from time to time;
- ii. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders;
- iii. References to a ‘company’ shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- iv. Words denoting a person shall include an individual, corporation, company, body corporate, partnership, or a trust;
- v. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- vi. The clause headings are for convenient reference only and do not form part of this Agreement;
- vii. Unless otherwise specified a reference to a clause number is a reference to all its sub-clauses;
- viii. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase having corresponding meanings;
- ix. A reference to the Agreement shall, unless the context otherwise requires, includes a reference to its Annexures, Schedules and every other documents forming part of this Agreement. If a term of this Agreement requires things to be done, undertaken or completed under the Agreement, the same, if relevant, shall, unless the context otherwise require, mean to include such things to be done, undertaken or completed under the relevant Schedules, Annexures of this Agreement.

1.3. Documents forming part of Agreement

The following documents shall be deemed to form and be read and constructed as part of the Agreement viz.:

- a) This Agreement;
- b) The Letter of Award;
- c) The RFP; and
- d) The Proposal.

1.4. Ambiguities within Agreement

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

- i. As between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- ii. As 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;
- iii. As between the provisions of this Agreement and the RFP and the Proposal, this Agreement shall prevail;
- iv. As between the provisions of the RFP and the Proposal, unless otherwise decided by the Purchaser, the RFP shall prevail; and
- v. As between any value written in numerals and that in words, the value in words shall prevail.

2. *Scope of Work*

1. In consideration of the award of the work under the RFP to the MSP and payments to be made by the Purchaser to the MSP as hereinafter mentioned, the MSP hereby covenants with the Purchaser to accomplish the entire Scope of Work as provided in Volume 1 of the RFP and clarifications, annexures, schedules etc. thereof and to perform all obligations mentioned in all volumes of the RFP. Broad deliverables and timelines are as provided in Schedule III of this Agreement.
2. The Purchaser hereby covenants to pay the MSP in consideration of the accomplishment of Scope of Work and for performance of all obligations mentioned in the RFP, the Fees 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. Term and Duration of the Agreement

1. This Agreement shall come into force and effect on the date of signing of this Agreement by all the Parties (hereinafter the 'Effective Date') and, unless terminated earlier in accordance with the provisions of this Agreement, shall remain in force for a period of _____ years from the Effective Date or _____ years from the date of Go-Live of the System whichever is later ('Term').
2. The Purchaser reserves the sole right to grant any extension to the Term abovementioned and shall notify in writing to the MSP, at least 3 months before the expiration of the Term hereof, whether it will grant the MSP an extension of the Term. The extension shall be given for a year at a time on same terms and conditions as contained in this Agreement including all amendments, addendums etc. thereto and the Term may be extended for an overall period of two years only. Any extension beyond two years period shall be on mutually agreeable terms and conditions.

4. Conditions Precedent

4.1. Payment obligations to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights of MSP to receive payments, and obligation of the Purchaser to make payments under this Agreement, shall take effect only upon fulfilment of all the Conditions Precedent set out in clause 4.2 below. Notwithstanding the foregoing, the Purchaser may, at any time in its sole discretion, waive fully or partially, in writing, any of the Conditions Precedent for the MSP provided no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.

4.2. Conditions Precedent to be fulfilled

The MSP shall be required to fulfil the Conditions Precedent which are as follows:

- i. Furnishing by the MSP, within 15 days of issuance of Letter of Award by the Purchaser, an unconditional, irrevocable and continuing Bank Guarantee equivalent to 10% of the Total Contract Value, in a form and manner acceptable to the Purchaser which would remain valid from the date of issuance till 6 months after expiry of the Term of the Agreement;
- ii. The MSP provides an undertaking to the effect that it has entered into all relevant back end contracts with OEMs whose products services it has quoted in the Proposal; and
- iii. Furnishing of duly executed Corporate Non-Disclosure Agreement in a format specified by the Purchaser.

4.3. Key performance measurement

- i. The MSP shall commence the performance of its obligations under the Agreement from the Effective Date and shall proceed to carry out the Services with diligence and expedition 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 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.

4.4. Commencement and progress

- i. 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 information technology and e-commerce industry and with professional engineering and standards recognised by international professional bodies and shall observe sound management, engineering and security practices. 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 the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with MSP's Team and third parties.
- ii. In providing the Services, it shall use reasonable effort to prevent any disruption to Purchaser's normal business operations.
- iii. The MSP shall keep all back end contracts with all OEMs, subcontractors etc. in force and up to date to ensure provision of Services as per the RFP and to meet all the SLAs.
- iv. The MSP shall use all material (including, without limitation, hardware, software, documents etc.) provided by the Purchaser 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 Purchaser in respect of any third party audit related to MSP's use and possession of any Purchaser's Material.

4.5. Final testing and Acceptance

Except as otherwise provided in Volume 1 of the RFP, the Project shall be governed by the mechanism of final Testing and Acceptance to be put into place by the Purchaser and the MSP as under:

- i. 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 network 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;
- ii. 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;
- iii. Final testing and certification criteria will consider conducting specific tests on the software, hardware, network, security and all other aspects;
- iv. 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 actions.

4.6. Liquidated Damages and SLAs

The MSP shall accomplish the Scope of Work under this Agreement as per the Timelines and as per the Service Levels. If the MSP fails to achieve the Timelines or the Service Levels due to reasons solely attributable to the MSP or subcontracts etc., the MSP shall be liable to pay liquidated damages as per Volume 1 of the RFP. Payment of liquidated damages shall not be the sole and exclusive remedy available to the Purchaser and the MSP shall not be relieved from any obligations by virtue of payment of such liquidated damages. Liquidated damages will be capped as mentioned in Volume 1 of the RFP. If the liquidated damages for any timeline or service level exceed the cap on liquidated damages mentioned in Volume 1 of the RFP, the Purchaser shall have the right to treat it as an event of default and the consequences for event of default as mentioned in this Agreement shall be applicable. 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 the Purchaser and the MSP in accordance with the provisions of Change Control set out in this Agreement.

5. *Representations*

5.1. *Representations of the MSP*

The MSP hereby represent as of the date hereof, which representations shall remain in force during the Term and extension thereto, the following:

- i. It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- ii. It is a competent provider of a variety of Information Technology services. 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;
- iii. It has the power and the authority that would be required to enter into this Agreement and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Agreement and to provide services sought by the Purchaser under this Agreement;
- iv. It and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the RFP and this Agreement;
- v. It 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;
- vi. It and its team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the RFP, Proposal 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;
- vii. It has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Agreement;
- viii. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- ix. 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;

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- x. There are, to the best of its knowledge, 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 materially impair its ability to perform any of its material obligations under this Agreement;
 - xi. 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;
 - xii. It has, to the best of its knowledge, 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;
 - xiii. To the best of its knowledge, no representation by it contained herein or in any other document furnished by it to the Purchaser or its nominated agencies in relation to the any consents contains any untrue or misleading statement of material fact or omits to state a material fact necessary to make such representation not misleading;
 - xiv. No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the Purchaser in connection therewith.

5.2. Representations of the Purchaser

The Purchaser represents to the MSP that:

- i. 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;
- ii. 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;
- iii. It has the financial standing and capacity to perform its obligations under the Agreement;
- iv. 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;
- v. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under 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;
- vi. It has complied with Applicable Laws in all material respects.

6. *Purchaser's Obligation*

The obligations of the Purchaser described in this clause 6 are in addition to, and not in derogation of, the obligations mentioned in Volume 1 of the RFP and the two are to be read harmoniously. Without prejudice to any other undertakings or obligations of the Purchaser under this Agreement or the RFP, the Purchaser shall perform the following:

- i. The Purchaser shall ensure that timely approval is provided to the MSP as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this Agreement.
- ii. The Purchaser's Representative shall interface with the MSP to provide the required information, clarifications and to resolve any issues as may arise during the execution of the Agreement. The Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- iii. The Purchaser may provide on the MSP's request, particulars information/or documentation that may be required by the MSP for proper planning and execution of work and for providing Services covered under this Agreement and for which the MSP may have to coordinate with respective vendors.
- iv. The Purchaser will be responsible for making all payments due to the MSP in respect of Deliverables and Services provided by the MSP and accepted by the Purchaser in accordance with the terms of this Agreement.
- v. The Purchaser agrees that all Purchaser's Material provided to the MSP by or on behalf of Purchaser for MSP's use in providing the Services will be owned by or fully licensed to the Purchaser or Purchaser's authorized representative/service provider etc. and Purchaser shall have procure the right to provide such materials to the MSP. MSP will be permitted to use such materials in accordance with the license conditions of such materials.

7. Acceptance of Deliverables and Testing

7.1. Acceptance of Deliverables

The successful completion of the Project requires the acceptance by the Purchaser of all the Deliverables prepared and delivered pursuant to the Project. The acceptance procedure described in this clause 7 is in addition to, and not in derogation of, the acceptance procedure provided in Volume 1 of the RFP and the two are to be read harmoniously. Upon completion of a Deliverable, the MSP will notify the Purchaser 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 Purchaser. Promptly after receiving such notice, the Purchaser will evaluate the Deliverable for acceptance in accordance with this clause 7 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.

7.2. Acceptance Procedure

Acceptance by the Purchaser (“Acceptance”) requires that the Deliverables be confirmed in writing by the Purchaser 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 Purchaser. While designing the Acceptance Test Plan, the requirements as mentioned in Volume 1 of 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 Purchaser.

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 Purchaser for review. The Purchaser 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 Purchaser, the Purchaser will have the opportunity to review such written Deliverable for an acceptance period of at least seven (7) days (the “Acceptance Period”).
 - b) The Purchaser 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 Purchaser 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 Purchaser in its notice of the rejection/deficiencies. Upon receipt of a corrected written Deliverable from the MSP, the Purchaser 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 Purchaser, the MSP and the Purchaser 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 Purchaser 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 Purchaser at the sites mentioned by the Purchaser. The MSP shall notify the Purchaser 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 Purchaser 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 8.2 (ii) (d) below.
- d) If the Purchaser 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 Purchaser 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 Purchaser’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 Purchaser), and provide the corrected Operational Deliverable to Purchaser for re-testing within such specified period.
- e) The Purchaser 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 Purchaser during the re-test as quickly as possible, but in no event, unless otherwise directed by the Purchaser, more than five (5) days after the Purchaser 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 Purchaser 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 Purchaser and the MSP; or
 - Terminate this Agreement for cause in accordance with the procedures set forth in Clause 13 (except that the Purchaser 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.

7.3. Acceptance

The Purchaser shall be deemed to have accepted the Deliverables upon the date of delivery to the MSP by the Purchaser of a notice (the “Acceptance Notice”) to that effect.

8. Use of Assets by the MSP

8.1. During the Term the MSP shall:

- i. 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 the Purchaser or on behalf of the Purchaser) exclusively in terms of ensuring their usability for the delivery of the Deliverables and Services as per this Agreement (hereinafter the “Assets”);
- ii. 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;
- iii. 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;
- iv. 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;
- v. 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 the Purchaser;
- vi. Procure permission from the Purchaser or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- vii. 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;
- viii. 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 the Purchaser 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 due to reasons solely attributable to the MSP or any of its subcontractors etc., the Purchaser shall 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 the Purchaser due to creation of such charge and/or in removal of such charge and/or in discharging the obligations for removal of such charge.

9. Access to locations or its Nominated Agencies (facilitate...)

9.1. Access to locations

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

- i. 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);
- ii. Subject to (i) above, reasonable work space, - as mutually agreed and other related support services in such location and at such other locations of the Purchaser as the case may, if any, as may be reasonably necessary for the MSP to perform its obligations hereunder.

9.2. 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 the Purchaser 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:

- i. For the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- ii. 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
- iii. For their own purpose or for conducting their own business or for providing services to any third party.

10. Management of Project

10.1. Governance

The review and management process of this Agreement shall be carried out in accordance with a Governance Schedule that will be mutually agreed between the Parties and shall cover all the management aspects of the Project. MSP shall prepare a Governance Schedule in consultation with the Purchaser and shall be obliged to get the same approved by the Purchaser within one month from the Effective Date. The mutually agreed Governance Schedule shall form an integral part of this Agreement.

10.2. 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 Volume 1 of the RFP.

10.3. Security and Safety

- i. The obligations mentioned herein are in addition to (and not in derogation or substitution of) the obligations related to information security (including SLAs) mentioned in the RFP.
- ii. The MSP shall comply with the relevant security, safety and other requirements specified in the Information Technology Act and any other Applicable Law applicable on the date of submission of bid. The MSP shall also comply with the IT Security policy and practises of the Purchaser. For avoidance of doubt, it is agreed that the MSP will at least have to comply with the security policies and practices that are to be followed by MSP as service provider to any organization which is ISO 27001:2013 compliant. In the event of any change in laws (related to security and safety) or IT security policy and practices of the Purchaser, the compliance to such changed laws and policy practices by MSP shall be subject to such terms as may be agreed by the Purchaser 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.
- iii. 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 the Purchaser as the case may be or any of their nominees data, facilities or the Confidential Information.
- iv. The MSP shall upon reasonable request by the Purchaser as the case may be or their nominee(s) participate in regular meetings when safety and Information Technology security matters are reviewed.
- v. As per the provisions of this Agreement, the MSP shall use reasonable efforts to promptly report in writing to the Purchaser or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and Information Technology security at the facilities of the Purchaser as the case may be.

10.4. 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:

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

Further, the MSP agrees to co-operate with the consultants, contractors, stakeholders and subcontractors of the Purchaser, or any other body appointed or nominated by the Purchaser as reasonably requested in order to accomplish the purposes and objective of this Agreement.

11. Financial Matters

11.1. Terms of Payment

- i. Purchaser shall make payments only to the MSP at the time and in the manner set out in Payment Schedule in Section 7 of Volume 1 of the RFP subject always to the fulfilment by the MSP of its obligations herein.
- ii. The payments which are linked to acceptance of the deliverables will be released to MSP only on satisfactory acceptance (Refer RFP Volume 1, Section 7.1) of the deliverables for each Service as per the said schedule. 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 Purchaser, 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; provided that the Purchaser 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 Purchaser.
- iii. The Purchaser shall not be responsible obligated for making any payments or any other related obligations under this Agreement to the MSP's subcontractor, if any. The MSP shall be fully liable and responsible for meeting all such obligations and all payments to be made to the sub-contractors (if any) and any other third party engaged by the MSP in any way connected with the discharge of the MSP's obligation under the Agreement and in any manner whatsoever.
- iv. All payments agreed to be made by Purchaser to the MSP in accordance with the Proposal shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Agreement and/or the goods and Services.
- v. In case of change in taxes under change in law, appropriate parties shall pass the benefit of the same to the other Party. In case of such change, MSP shall submit a formal request with necessary supporting documents to the Purchaser. The Purchaser shall verify these documents and if applicable and approved in writing by the Purchaser, the MSP shall incorporate such changes into subsequent regular invoice for payment.
- vi. Unless otherwise provided in this Agreement or as mutually agreed between the Parties, prices/ fees 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.
- vii. It is expressly agreed that the price/fees mentioned in the Proposal by the MSP shall be deemed to include all ancillary and incidental costs and charges that are necessary for accomplishment of the scope of work and obligations mentioned in the RFP and this Agreement. No invoice for extra work/charge 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 Purchaser in writing in accordance with the clause on Change Order.

- viii. In the event of the Purchaser noticing at any time that any amount has been disbursed wrongly to the MSP or any other amount is due from the MSP to the Purchaser, the Purchaser 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. 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 the Purchaser or the MSP.
- ix. All payments are subject to deductions of applicable liquidated damages as provided for in the SLA section of the RFP. For the avoidance of doubt, it is expressly clarified that the Purchaser will calculate a financial sum and debit the same against the terms of payment as set out in clause 11.1 of this Agreement as a result of the failure of the MSP to meet the Timelines and/or Service Level.

11.2. Invoicing and Settlement

- i. The MSP shall submit its invoices in accordance with the following principles:
- a) Generally and unless otherwise agreed in writing between the Parties, the MSP shall raise an invoice as per Payment Schedule mentioned in Section 7 of Volume 1 of the RFP as reproduced in Schedule III of this Agreement; and
 - b) Any invoice presented in accordance with this Clause shall be in a form agreed with the Purchaser.
- ii. The MSP alone shall raise invoice for all the payments after receiving due approval/acceptance of the Deliverables the Services from the Purchaser or any nominated agency. Such invoices shall be correct and accurate and shall be raised in a timely manner within 15 days of accomplishment of obligations of the MSP and delivery of the Goods, the solutions, the Deliverables and the Services to the satisfaction of the Purchaser.
- iii. Subject to accomplishment of obligations of the MSP and delivery of the Goods, the solutions, the Deliverables and the Services to the satisfaction of the Purchaser, payment shall be made by the Purchaser within 45 days from receipt of due, valid, correct and undisputed invoice along with supporting documents provided the invoice is submitted in timely manner. Payments will be subject to deduction as agreed herein.
- iv. Notwithstanding anything contained in clause (iii) above, the Purchaser shall be entitled to delay or withhold payment of any invoice or part of it where the Purchaser disputes such invoice or part of it provided that such dispute is bonafide. Purchaser shall inform the MSP about the dispute within 15 days of receipt of invoice. The withheld amount shall be limited to that which is in dispute. A notice of such withholding shall be provided within reasonable time of receipt of the applicable invoice. The disputed withheld amount shall be settled in accordance with the escalation procedure as set out in Governance Schedule within reasonable time after notice of reference. However, the Purchaser shall release the disputed amounts as soon as reasonably possible, upon resolution of dispute. Any exercise by the Purchaser under this clause shall not entitle the MSP to delay or withhold performance of its obligations or delivery of Deliverables/Services under this Agreement.

11.3. Tax and Deductions

- i. Where applicable, 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. The Purchaser shall provide the MSP with the original tax receipt of any withholding taxes paid by the Purchaser or its nominated agencies on payments under this Agreement within reasonable time after payment. All costs, damages or expenses which the Purchaser may have paid or incurred, for which under the provisions of the Agreement, the MSP is liable, the same shall be deducted by the Purchaser 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 recovery of mobilization advance, if any, and recoveries towards facilities, if any, provided by the Purchaser to the MSP on chargeable basis.
- ii. The MSP shall bear all personnel taxes levied or imposed on its personnel, sub-contractor's personnel, MSP's 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 Purchaser 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 Purchaser for work done under the Agreement. 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 Purchaser 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. The MSP shall also provide the Purchaser such information, as it may be required in regard to the MSP's details of payment made by the Purchaser under the Agreement for proper assessment of taxes and duties. The MSP and his sub-subcontractors or their personnel shall bear all the taxes if any, levied on the MSP's, sub-contractors' and the MSP's personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the MSP original certificates (Challans) for tax deduction 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.
- iii. 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 pay the same.

12. Events of Default, Termination and Suspension

12.1. Events of Default by MSP

- i. 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:
 - a) the MSP has failed to perform the obligations under this Agreement; or
 - b) MSP has exceeded cap on any liquidated damages;
 - c) the MSP or its team has failed to conform with any of the service specifications as set out in the RFP or this Agreement;
 - d) 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;
 - e) 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;
 - f) The MSP or its team has failed to comply with or is in breach or contravention of any Applicable Laws;
 - g) There is an undue delay in achieving the agreed timelines for delivering the services under this Agreement due to reasons solely attributable to the MSP;
 - h) Where it comes to the Purchaser's attention that the MSP (or its Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the MSP's Proposal, the RFP or this Agreement;
 - i) If it comes to knowledge of the Purchaser that the MSP or any of its personnel or sub-contractors or such sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
- ii. Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, the Purchaser shall issue a notice of default to the MSP, setting out specific defaults deviances omissions and providing a period of up to thirty (30) days to enable the MSP to remedy the default/deviances omissions committed.
- iii. Where despite the issuance of a default notice to the MSP by the Purchaser the MSP fails to remedy the default to the reasonable satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the MSP another default notice or proceed to adopt such remedies as may be available to the Purchaser including but not limited to the remedies provided in clause 13.2 below.

12.2. Consequences for Events of Default

Where an Event of Default subsists or remains uncured even after expiry of 30 days as mentioned in clause 13.1 (ii), the Purchaser shall be entitled to:

- i. Impose any such reasonable 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. The MSP shall in addition take all available steps to minimize loss resulting from such event of default.
- ii. Suspend all corresponding and relevant payments to the MSP under the Agreement (except for milestones which have been successfully achieved) by written notice of suspension to the MSP provided that such notice of suspension shall (a) specify the 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.
- iii. Terminate this Agreement in full or in part.
- iv. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the MSP which may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

12.3. Termination for Breach

The Purchaser may, terminate this Agreement by giving the MSP a prior and written notice of up to 30 days indicating its intention to terminate where the Purchaser is of the opinion that there has been such Event of Default on the part of the MSP which has not been cured within the notice period of 30 days provided under clause 13.2 (ii). The Purchaser may, in its sole discretion, afford a further reasonable opportunity to the MSP to explain the circumstances leading to such a breach and may increase the time limit for curing such breach before terminating the Agreement.

12.4. Termination for Convenience

The Purchaser may, by written notice of 90 (ninety) 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 Purchaser's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. The Purchaser 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.

12.5. Effects of Termination

- i. In the event of expiry of the Term or termination of this Agreement due to any cause whatsoever, the MSP shall comply with the Exit Management Schedule/Plan set out as Schedule IV of this Agreement (and as revised from time to time).
- ii. Where the termination of the Agreement is prior to its stipulated term on account of an Event of Default on the part of the MSP, the Purchaser shall pay the MSP for that part of the Services which have been authorized by the Purchaser and satisfactorily delivered performed by the MSP up to the date of termination.
- iii. Where the termination of the Agreement is prior to its stipulated term on account of termination for convenience by the Purchaser, the Purchaser shall pay the MSP for all the Goods and the Services which have been authorized by the Purchaser and delivered performed by the MSP up to the date of termination. Depending on the merits of the case, the Purchaser will suitably compensate the MSP on mutually agreed terms for directly incurred costs.
- iv. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Purchaser under this Agreement and/or the Applicable Law.
- v. 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 the Purchaser. 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 the Purchaser.

12.6. Rights other than Termination

- i. 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.
- ii. The termination provisions set out in this Clause 12 are in addition to any termination rights that the Purchaser may have under this Agreement/RFP and are in addition to, and without prejudice to, other rights that the Purchaser may have under law and this Agreement.

13. Indemnification and Limitation of Liability

13.1. General Indemnity

Subject to Clause 13.2 below, the MSP (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation (including attorney fees) etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, company or other entity (including the Indemnified Party) attributable to - the Indemnifying Party's negligence, wilful default or lack of due care. The Indemnifying Party shall also indemnify Indemnified Party from and against all direct monetary losses, damages etc. suffered by Indemnifying Party or any third party arising out of any defect, fault, deficiency in the applications/system developed and or maintained by the Indemnifying Party or any of its sub-contractors etc.

13.2. IPR Indemnity

If the Indemnified Party notifies the Indemnifying Party in writing –

- i. of a third party claim against the Indemnified Party that any Goods/ Deliverables/Services provided by the Indemnifying Party infringes a copyright, trade secret, patent 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 if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (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 of the Deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, or (iii) modify it to make it non-infringing.

13.3. Conditions for Indemnity

Without prejudice to the rights of the Purchaser in respect of indemnification for any claim:

- i. The Purchaser shall notify the MSP upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;
- ii. Immediately upon receipt of notification of any claim from the Purchaser, the MSP within a period of 5 days from date of receipt of such notice from the Purchaser, notify the Purchaser whether the MSP wish to assume the defence in relation to such claim (including settlement or resolution thereof). Thereafter, the MSP shall be entitled in consultation with the Purchaser, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the Purchaser, to take such action as mutually agreed upon by MSP and the Purchaser to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;
- iii. Notwithstanding anything contained herein, the MSP and the Purchaser agree and covenant that a notice by the Purchaser to the MSP in relation to the claim as aforesaid shall amount to express acceptance and consent by the MSP to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the MSP, the Purchaser shall reasonably co-operate with the MSP at the sole costs of the MSP, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser. The Purchaser shall have the right, at its option, to participate in the defence of such claim at its own cost and expense;
- iv. If the MSP fails to take any action as per the above clause within the time period as specified therein, the Purchaser shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the MSP does not assume control of the defence of such claims (as mentioned above), the entire defence, negotiation or settlement of such claim by the Purchaser shall be deemed to have been consented to by, and shall be binding upon, MSP as fully as though the MSP alone had assumed the defence thereof and a judgement had been entered into by the MSP, for such claim in respect of the settlement or judgement.

13.4. Risk Purchase

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 the Purchaser due to breach of any obligations of the MSP under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods Services Deliverables from alternative sources. Any incremental cost borne by the Purchaser in procuring such Goods/Services/Deliverables shall be borne by the MSP provided the liability of the MSP to pay such incremental cost shall be limited to the higher of (a) 100% of the value of the services/deliverables/obligations which the MSP has failed to perform/provide OR (b) 30% of the Total Contract Value. 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 Purchaser shall give 30 days notice cure period to MSP prior to invoking this clause. Any such incremental cost incurred in the procurement of the such Goods/Services/Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments Bank Guarantee

provided by the MSP under this Agreement and if such funds are not sufficient to recover the incremental cost, the same may be recovered, if necessary, by due legal process.

13.5. Limitation of Liability

- i. The liability of the MSP (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables, Goods, Services and risk purchase clause covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed 100% of the Total Contract Value.
- ii. The liability of the Purchaser (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the amount of fees remaining to be paid to the MSP under this Agreement.
- iii. Subject to clause (iv) below, 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) even if it has been advised of their possible existence.
- iv. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the MSP given under this Clause 14 shall not be applicable to the indemnification obligations set out in Clause 13.1, 13.2, 9.1 (viii), 11.3 (iii), 23.3 (v).

13.6. Allocation of liability

The allocations of liability in clause 14 represent the agreed and bargained-for understanding of the parties and compensation for the Services/Deliverables reflects such allocations.

14. Force Majeure

14.1. Definition of Force Majeure

The MSP or the Purchaser, 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').

14.2. 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:

- i. is beyond the reasonable control of the affected Party;
- ii. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- iii. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- iv. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- v. may be classified as all or any of the following events:
 - a) act of God like earthquake, flood, inundation, landslide, storm, tempest, hurricane, cyclone, lightning, thunder or volcanic eruption that directly and adversely affect the performance of services by the MSP under this Agreement;
 - b) radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the MSP's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the MSP under this Agreement;
 - c) 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 directly and adversely affect the timely implementation and continued operation of the Project; or
 - d) 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.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the MSP under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural

disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking shall not be considered as arising due to forces of nature and shall not qualify under the definition of “Force Majeure”. The 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 therefrom (wherever applicable).

14.3. Notification procedure for Force Majeure

- i. 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 the Agreement.
- ii. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof 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.

14.4. Allocation of costs arising out of Force Majeure

- i. 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.
- ii. 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:
 - a) Upon occurrence of an event mentioned in clause 14.2 (i), (ii), (iii) and (iv), the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
 - b) 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.

14.5. Consultation and duty to mitigate

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 Party 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. Confidentiality and Information Security

- i. The Purchaser 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, integrity and proprietary of the Confidential Information. No member of MSP's Team shall, without prior written consent from the Purchaser, make any use of any Confidential and Proprietary Information given by the Purchaser, except for purposes of performing this Agreement. Each member of MSP's Team shall keep all the Confidential and Proprietary Information, provided by the-Purchaser to them or their respective employees as confidential.
- ii. 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.
- iii. The Purchaser shall retain all rights to prevent, stop and if required take the necessary punitive action against the MSP regarding any forbidden disclosure. The Purchaser 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.
- iv. The MSP shall execute a corporate non-disclosure agreement with the Purchaser in the format provided by the Purchaser and shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the Purchaser with respect to this Project.
- v. The MSP may only disclose the Confidential Information in the following circumstances:
 - a) with the prior written consent of the Purchaser;
 - b) to a member of the MSP's Team ("Authorized Person") provided the Authorized Person needs to know the Confidential Information for accomplishment of the Services and the Authorized Person has executed a confidentiality agreement with the Purchaser prior to receiving such information (MSP and every other member of MSP's Team shall ensure that such Authorized 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 Authorized Person shall be made in confidence on need to know basis i.e., so far as may be necessary for such Authorized Person for the purposes of-performance of the obligations of this Agreement); and
 - c) if, and to the extent that the MSP is compelled legally to disclose the Confidential Information.
- vi. 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 Purchaser; and
 - c. do anything reasonably required by the Purchaser to oppose or restrict that disclosure.
- vii. The MSP shall notify the Purchaser 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 Purchaser.
- viii. 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 Purchaser premise without written permission from the Purchaser. The MSP's personnel shall follow the Purchaser's Information Security policy. The MSP acknowledges that the Purchaser's business data and other Purchaser proprietary information or materials, whether developed by the Purchaser or being used by the Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the Purchaser; 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 Purchaser depends, among other things, upon keeping such proprietary information confidential and that unauthorized disclosure of the same by the MSP could damage the Purchaser, 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 Purchaser, whichever is earliest return any and all information provided to the MSP by the Purchaser, including any copies or reproductions, both hardcopy and electronic.
- ix. The obligations of confidentiality under this Agreement shall remain in force for the Term of the Agreement and shall survive for a period of three (3) years after expiry of the Term or earlier termination.
- x. Obligations under this clause 16 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 Purchaser prior to such disclosure and provide reasonable assistance to the Purchaser in retaining the confidentiality of such information.

16. Stipulated Time Schedule

The Time Schedule has been mentioned in the Volume 1 of the RFP. The MSP shall perform the activities and comply in all respects with the critical dates, which will be communicated by the Purchaser to the MSP's team, as the case may be, and the parties hereby agree that failure on part of the MSP to meet the critical dates without prejudice to any other rights that the Purchaser 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 Purchaser.

17. Audit, Access and Reporting

- i. The Purchaser 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. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.
- ii. The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the MSP of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the MSP undertakes to cooperate with and provide to the Purchaser/any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. To the extent reasonably possible, the Purchaser shall endeavour not to appoint a competitor of MSP as auditor. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the MSP failing which the Purchaser 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.
- iii. Without prejudice to the foregoing, the MSP shall allow access to the Purchaser or its nominated agencies to all information which is in the possession or control of the MSP and which relates to the provision of the Services/Deliverables as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the Purchaser to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule II of this Agreement.
- iv. The MSP shall provide all such reports and documents as may be requested by the Purchaser for Purchaser's internal compliance purposes within 15 days (or such other period allowed by the Purchaser) of receipt of request from the Purchaser.

18. Ownership and Intellectual Property Rights

- i. **COTS products and enhancements:** All COTS products and related solutions and fixes provided by the MSP pursuant to this Agreement shall be licensed to the Purchaser 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 the Purchaser or mentioning the Purchaser as the end user of such licenses. 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 the Purchaser for license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing. Unless otherwise specifically restricted by the Licensing Terms of the COTS products, all intellectual property rights in any development/enhancement/customization etc. done on the COTS products pursuant to this Agreement shall be owned by the Purchaser. The MSP undertakes to execute all such agreements/documents and assist the Purchaser 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 Purchaser. The MSP shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, services, applications, services etc. provided by the MSP under this Agreement shall be acquired in the name of the Purchaser and MSP shall have the non-exclusive, limited right to use such licenses till the Term on behalf of the Purchaser solely for the purpose of execution of any of its obligations under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals etc. shall endure to the exclusive benefit of the Purchaser.

- ii. **Bespoke Development:** The Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have arisen out of or have been developed under the Scope of Work during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings, applications, codes and other documents which have been newly created and developed by the MSP during the performance of the Services and for the purposes of, inter-alia, use or sub-license of such Services under this Agreement. Bespoke development shall include any customization or enhancement to COTS/third party products and, unless otherwise provided in the licensing terms of such COTS/third party products, the Purchaser shall own and have a right in perpetuity to all IPRs in such customization/enhancement etc. The MSP shall provide source code, object code and all other relevant materials, artefacts etc. of all bespoke development to the Purchaser and the Purchaser shall own all IPRs in them. All material related to such bespoke development shall be treated as Confidential Information by the MSP. The MSP undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser. The MSP shall execute all such agreements/documents and assist the Purchaser 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 Purchaser at the cost of the Purchaser.

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- iii. **Pre-existing work:** 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. Subject to the foregoing, the Purchaser will have a non-exclusive, transferable, perpetual, fully paid up, royalty-free, worldwide license to all pre-existing intellectual property rights of the MSP or subcontractors that are (i) provided or used by the MSP / subcontractors in providing services and goods under this Agreement; and/or (ii) incorporated in any deliverables, products, goods or software provided by MSP to the Purchaser under this Agreement.
- iv. **Ownership of documents:** The Purchaser shall own all Documents provided by or originating from the Purchaser 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 Purchaser, the MSP shall deliver to the Purchaser all Documents provided by or originating from the Purchaser 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 Purchaser at no additional cost. The MSP shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

19. Warranty

- The warranties and remedies provided in this Clause 20 are in addition to, and not in derogation of, the warranties provided in Volume 1 of the RFP and the two are to be read harmoniously.
- MSP shall provide ATS/AMC for the Software/solutions provided by the respective OEMs for the period specified in the RFP. The ATS should include upgrades, updates and patches to the respective Software solution for the above stated period.
- Warranty for Services – The MSP warrants that all services under this Agreement will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in well-managed operations performing services similar to the services under this Agreement. The MSP represents that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services hereunder.
- If the MSP, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed, without prejudice to any other rights which the Purchaser may have against the MSP under the Agreement, to take such remedial action as may be necessary including invoking risk purchase as provided under clause 13.4 of this Agreement.
- The representations, warranties and covenants provided by the MSP under this Agreement will not be affected by Purchaser’s modification of any portion of the software so long as the MSP can discharge its obligations despite such modifications, or following their removal by the Purchaser.
- Except as expressly provided herein, no other warranties (implied or otherwise) are provided by the MSP.

20. Insurance Cover

20.1. Obligation to maintain Insurance

- i. The MSP shall take out and maintain all insurances in relation to this agreement and the scope of work and other obligations of this Agreement as mandated by the Applicable Law.
- ii. Upon request of the Purchaser, the MSP shall take out additional insurances on behalf of the Purchaser at mutually agreed additional costs.

21. Miscellaneous

21.1. MSP's Organization

- i. The personnel assigned by the MSP to perform the Services shall under no circumstances be considered employees of the Purchaser 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.
- ii. 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 in addition to the minimum qualification and experience as explained in Volume 1 of the RFP.
- iii. The MSP shall appoint an employee as its authorized representative through a written notice to the Purchaser. 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 Purchaser'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 the Purchaser'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 the Purchaser'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 the Purchaser. Such MSP's representative shall be available to the Purchaser's Representative during the execution of Services.
- iv. 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 death, medical incapacity, resource leaving MSP's organization, the same shall be notified to the Purchaser immediately. The MSP shall promptly inform the Purchaser 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.

- v. The Purchaser'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 Purchaser'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. The Purchaser'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 Purchaser's Representative. The Purchaser'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 the RFP.

21.2. Independent Contractor

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement and, except as otherwise provided 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:

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

21.3. Sub-contractors

- i. Except for subcontracting activities as provided in Volume II of the RFP, the MSP shall not subcontract any part of the scope of work under this Agreement to any third party without the prior written consent of the Purchaser. MSP shall assist the Purchaser with all documents etc. required by the Purchaser to decide whether to give its consent or not. While giving its consent for appointment of any subcontractor, the Purchaser may impose such conditions on subcontracting as mutually agreed between the MSP and the Purchaser for successful accomplishment of the obligations of the MSP under this Agreement and such conditions shall be applicable on the MSP and the subcontractor (as applicable).
- ii. Prior to executing any contract or entering into any contract or understanding with a sub-contractor, the MSP shall ensure that each sub-contractor appointed by the MSP executes a non-disclosure agreement and a deed of adherence in the manner and form prescribed by the Purchaser. The deed of adherence will be a unilateral undertaking from the subcontractor to

the Purchaser. The terms of deed of adherence shall be discussed by the Purchaser with the MSP. Execution of deed of adherence by the subcontractor shall not in any way relieve the MSP from any of its obligations and liability under this Agreement.

- iii. The MSP shall ensure that the subcontractor proposed by MSP is competent and professional and possess the requisite qualifications and experience appropriate to the tasks they will perform under this Agreement.
- iv. 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 the Purchaser which approval shall not be unreasonably withheld or delayed.
- v. The MSP shall be responsible and shall ensure the proper execution and performance of the services or tasks so sub-contracted and shall be liable for any non-performance or breach by such sub-contractor. The MSP indemnifies and shall keep indemnified the Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such sub-contractor. The MSP shall be responsible for making all payments to the sub-contractor as may be necessary, in respect of any work performed or task executed, and the Purchaser shall not be responsible for any part or full payment, which is due to such sub-contractor.
- vi. All rights of use of any process, service or facility developed or any other task performed by the subcontractor for the MSP or the Purchaser for the purposes of this Agreement, under a subcontract agreement would lie exclusively with the Purchaser 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 the Purchaser. Ownership and all rights of use of all deliverables documents/reports etc. supplied by the MSP and/or by authorized subcontractor for the MSP for the purposes of this Agreement, under a subcontract agreement would lie exclusively with the Purchaser 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 the Purchaser. Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed by the subcontractor solely during execution of this Agreement. The MSP will provide the undertakings given by the 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 the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.
- vii. Nothing in this Agreement or any subcontract agreement hereunder shall relieve the MSP from its liabilities or obligations under this Agreement to provide the Goods and Services in accordance with this Agreement.
- viii. Where the Purchaser deems necessary, it shall have the right to require replacement of any sub-contractor with another sub-contractor and the MSP shall in such case find of the suitable replacement for such sub-contractor to the satisfaction of the Purchaser at no additional charge. Failure on the part of the MSP to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser 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. In case the MSP terminates any contract/arrangement or agreement with a 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 the Purchaser at no additional charge. In case of a replacement of the sub-contractor, the new sub-contractor shall have the qualification at least as good as the replaced subcontractor.

21.4. MSP's Obligations

The obligations of the MSP described in this clause is in addition to, and not in derogation of, the obligations mentioned in Volume 1 of the RFP and the two are to be read harmoniously:

- i. The MSP shall be the sole point of contact for all matters relating to this Agreement.
- ii. The MSP shall ensure that the MSP's Team is competent, 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 the Purchaser. Nothing in this Agreement relieves the MSP from its liabilities or obligations under this Agreement to provide the Services in accordance with the Purchaser's direction and requirements and as stated in this Contract and the performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of MSP's Team.
- iii. The MSP's Representative(s) shall have all the power requisite for execution of Scope of Work and performance of services under this Agreement. The MSP's Representative(s) shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matter pertaining to the works. He will extend full co-operation to Purchaser's Representative in the manner required by them for supervision/inspection/observation of the equipment/goods/material, procedures, performance, progress, reports ad records pertaining to the works. He 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. He shall also cooperate with other Service Providers/Vendors of the Purchaser.

21.5. Assignment

- i. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Purchaser, the MSP, and their respective permitted successors and permitted assigns.
- ii. The MSP shall not be permitted to assign or transfer any or all of its rights and obligations under this Agreement to any third party without the prior written permission of the Purchaser.
- iii. Subject to the foregoing, the MSP shall have the right to undergo corporate change of ownership through mergers, demergers, slump sale etc., as allowed under Applicable Laws, after seeking prior written consent from the Purchaser, which consent shall be provided without undue delay by the Purchaser subject to the MSP executing/furnishing such documents, agreements, undertakings (including, without limitation, enhanced performance

security from new entity, novation agreements etc.) as may be deemed necessary by the Purchaser.

21.6. 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 alone 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 the Purchaser or its client lists for reference to third parties subject to the prior written consent of the Purchaser not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

21.7. Notices

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, email or by facsimile transmission.

- i. 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:

Purchaser:

Addressee:

Address:

Tel:

Fax:

Email:

MSP

Addressee:

Address:

Tel:

Fax:

Email:

-
- ii. In relation to a notice given under this Agreement, a Party shall specify the Party's address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
 - iii. Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
 - iv. 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.

21.8. No Claim Certificate

- i. The MSP shall not be entitled to make any claim, whatsoever against the Purchaser under or by virtue of or arising out of, this contract, nor shall the Purchaser entertain or consider any such claim, if made by the MSP after he shall have signed a 'No claim' certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

21.9. Severability and Waiver

- i. 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 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.
- ii. 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.

21.10. Compliance with Applicable Law

- i. The MSP shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by the Purchaser 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 the Purchaser during the execution of the work.

- ii. 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 laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Management and Control set out in Section 7 of Volume 1 of the RFP.
- iii. During the tenure of this Agreement, the MSP shall comply with all Applicable Laws and 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 MSP in contravention of any Applicable Law or any amendment thereof.

21.11. 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.

21.12. Ethics

The MSP for itself and on behalf of its subcontractors, agents, representatives, employees etc., 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 the Purchaser or its nominated agencies in connection with this Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of the Purchaser's standard policies and may result in cancellation of this Agreement.

21.13. Amendment

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

21.14. Conflict of Interest

The MSP shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Services as soon as practical after it becomes aware of that conflict.

21.15. Survival

Any provision of this Agreement which imposes or intends to impose an obligation on any of the Parties after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Such provisions include, without limitation, obligations related to confidentiality, indemnity, licenses, risk purchase and AMC/ATS, if any, to be provided by the OEMs or the MSP.

22. Bank Guarantees

a. Performance bank guarantee

- i.** The MSP shall furnish, within 15 days after the receipt of Letter of Award from the Purchaser, furnish two (2) unconditional, irrevocable and continuing Performance Securities/Guarantees to the Purchaser, each for an amount equal to 5% of the Total Value of Contract, from a scheduled bank in India in the format acceptable to the Purchaser. The Performance Security shall be valid for entire Term and six months thereafter. The Purchaser may return one of the two Performance Security/Guarantees mentioned above to the Vendor after payment of at least 50% of the Total Value of Contract.
- ii.** In the event of the MSP being unable to service the Agreement for reasons attributable to the MSP or any subcontractors, or any team members, the Purchaser shall have the right to invoke the Performance Guarantee. 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 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 days, indicating the contractual obligation(s) for which the MSP is in default.
- iii.** The Purchaser shall also be entitled to make recoveries from the MSP's bills, guarantees, 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 or any subcontractors, or any team members, the Performance Guarantee shall be accordingly extended by the MSP till completion of scope of work as mentioned in RFP.

23. *Governing Law and Dispute Resolution*

- i. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.
- ii. Parties shall use all reasonable efforts to amicably resolve and settle any dispute arising out of or in relation to or in connection with this Agreement by firstly referring the dispute to any committee constituted under the Governance Schedule for such dispute settlement.
- iii. In the case of dispute arising out of or in relation to or in connection with the Agreement between the Purchaser and the MSP, which has not been settled in accordance with Clause 23 (ii) above within 30 days from date of reference of the dispute to such committee, any Party can submit the dispute for arbitration under the ICADR Arbitration Rules, 1996. The International Centre for Alternative Dispute Resolution will provide the administrative services in accordance with the ICADR Arbitration Rules, 1996.
- iv. The arbitration shall be conducted in India in accordance with the Rules and Procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof.
- v. The arbitration shall be presided upon by a panel of three arbitrators wherein each Party shall appoint one arbitrator each and the two appointed arbitrators shall appoint a third arbitrator.
- vi. Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.
- vii. The decision of the arbitrator shall be final and binding upon both Parties. All arbitration awards shall be in writing and shall state the reasons for the award.

IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above Written in the presence of:

WITNESSES:

Signed by:

(Name and designation) For and on behalf of President of India (FIRST PARTY)

Signed by:

(Name and designation)

MSP (SECOND PARTY)

(Name and designation) For and on behalf of MSP Signed by:

24. SCHEDULES

24.1. Schedule I – Definitions

1. 'Acceptance' - a hardware, software, solution or any other deliverable shall be considered to have been accepted by the Purchaser, subsequent to its Commissioning and Testing, when all the activities as defined in Volume 1 of the RFP and clause 8 of Volume 3 of the RFP have been successfully executed and completed by the MSP and the Purchaser has indicated his acceptance by signing the Acceptance Certificate.
2. 'Acceptance Certificate - means that document issued by the Purchaser signifying Acceptance of a hardware, software, solution or any other deliverable pursuant to the successful completion of the Acceptance Test of the System.
3. 'Acceptance Test Plan' shall have the meaning given in section _____ in Volume 1 of the RFP.
4. 'Applicable Law(s)' means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
5. 'Assets' shall have the same meaning ascribed to it in Clause 9.1 (i);
6. '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 the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract. The word MSP when used in the pre-award period shall be synonymous with parties bidding against this RFP
7. 'MSP's Team' means the MSP along with all of its subcontractors and their employees who have to provide Goods and Services to the Purchaser under the scope of this Agreement. This definition shall also include any and/or all of the employees of the MSP, authorized partners/agents and representatives or other personnel employed or engaged either directly or indirectly by the MSP for the purposes of this Contract.
8. 'Goods' means the hardware and other goods to be provided by the MSP under the Scope of Work.
9. 'Change Order' or 'Alteration' or 'Variation' shall have the meaning given in section 7 of Volume 1 of the RFP hereof.
10. 'Confidential Information' means any and all data and information whether contained in any tangible medium of expression or in visual form, disclosed to or by any Party pursuant to this Agreement and includes without limitation information which:
 - a) is by its nature confidential or by the circumstances in which it is disclosed confidential; or

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- b) Is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is available lawfully in the public domain.
11. 'Document' means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or any databases or microfilm or computer generated micro fiche.
12. 'Effective Date' shall have the same meaning ascribed to it in Clause 3;
13. 'Fees' means the amount payable to MSP in Indian Rupees.
14. 'Force Majeure' shall have the same meaning ascribed to it in Clause 14.1;
15. 'Go Live' means [completion of a period of 3 months from the date of issuance of Provisional Go-Live certificate for Solution by the Purchaser to the MSP.]
16. 'Provisional Go Live' means [successful roll out of the entire solution by the MSP and issuance of Provisional Go Live certificate by the Purchaser to the MSP].
17. 'Intellectual Property Rights IPR' means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, computer programs, software, know-how or 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 _____ hereunder.
19. 'Purchaser's Material' shall have the meaning ascribed to such term in clause 5.2 (v) of the Agreement.
20. 'Purchaser's Representative Project Coordinator' means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall coordination, supervision and project management.
21. 'RFP' shall have the meaning ascribed to such term in the WHEREAS clause of this Agreement.
22. "Scope of Work" means all Services, and any other deliverables as required to be provided by the MSP as specified in Volume I of the RFP.
23. 'Services' means the services to be provided as per the requirements conditions specified in the Scope of Work and the Agreement. In addition to this, the definition would also include other related ancillary services that may be required to execute the Scope of Work under this Agreement.
24. 'Service Level(s)' means the service level parameters and targets and other performance criteria which will apply to the Services and Deliverables as described in Volume 1 of the RFP;

‘SLA’ or ‘Service Level Agreement’ means the service level agreement specified in Volume 1 of the RFP;

25. ‘Service Specifications’ means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Agreement, as well as those specifications relating to industry standards and codes applicable to the performance of work, work performance quality and specifications affecting the work or any additional specifications required to be produced by the MSP to meet the design criteria.
26. ‘System’ means integrated system/solution emerging out of the Scope of Work and covered under the scope of each Purchase Order issued by the Purchaser.
27. ‘Term’ shall have the same meaning ascribed to it in Clause 3;
28. ‘Timelines’ means the project milestones for performance of the Scope of Work and delivery of the Services as described in Volume 1 of the RFP;
29. ‘Total Contract Value’ means [_____] i.e. the amount quoted by the MSP (inclusive of taxes) in its commercial proposal. If at any point in time, the Total Value of Contract is increased by 10% or more due to one or multiple change request(s) in accordance with the terms of this Agreement, then Purchaser shall have the right to seek additional Performance Guarantee to such increased extent of Total Contract Value and the penalties/liquidated damages, limitation of liability cap etc. getting affected by such increase would be calculated based on such increase from the effective date of such increase in the Total Contract Value.

24.2. Schedule II – Audit, Access and Reporting

1. Purpose

This Schedule details the audit, access and reporting rights and obligations of the Purchaser or its nominated agency and the MSP. This Schedule is in addition to, and in derogation of, the audit rights and process provided in the RFP.

2. Audit Notice and Timing

- 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 execution of the Engagement) during the entire duration of the Engagement.
- The Purchaser 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.

- Except as provided in 2.2 above, audits shall be conducted by with adequate notice of 2 weeks to the MSP.

3. Access

The MSP shall provide to the Purchaser or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Purchaser 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

The Purchaser or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- i. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of the Purchaser and documentation related thereto;
- ii. That the actual level of performance of the services is the same as specified in the SLA;
- iii. That the MSP has complied with the relevant technical standards, and has adequate internal controls in place;
- iv. MSPs deployment of resources and their attendance records;
- v. MSP's internal testing results; and
- vi. The compliance of the MSP with any other obligation under the Agreement;

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 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 the Purchaser 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 the Purchaser or its nominated agency regarding any specific aspects of the Project and in context of the audit and access information as required by the Purchaser or its nominated agency.

6. Action and Review

- i. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the Purchaser or its nominated agency and the MSP's representative shall inform the Purchaser 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 the Purchaser.
- 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 the Purchaser. The changes agreed by the Purchaser, or any changes suggested by the Purchaser, 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 the Purchaser.

7. Terms of Payment

Except for the audits that are required to be conducted by the MSP as provided in Volume 1 of the RFP for which the costs will be borne by the MSP, the Purchaser 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

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.

The MSP at all times make and keep sufficient copies of the Agreement documents, manuals, reference material, drawings, specifications and any other document required by him to fulfil his duties under this Agreement.

24.3. Schedule III – Project Deliverables, Timelines and Payments

- i. As per RFP

24.4. Schedule IV – Exit Management Schedule

As per the RFP.