

Request for Proposal
for
Selection of System Integrator for Development and
Maintenance of
Long Range Identification and Tracking System (LRIT)
Volume 1 of 3



Directorate General of Shipping

Ministry of Shipping



27th June, 2018

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4. This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the project. Such statements estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of DGS, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

Acronyms

Sl.No	Acronym	Description
1.	AMC	Annual Maintenance Contract
2.	ASP	Application Service Provider
3.	AUP	Acceptable Usage Policy
4.	BCP	Business Continuity Plan
5.	BG	Bank Guarantee
6.	BOM	Bill Of Material
7.	BYOD	Bring Your Own Device
8.	CCMP	Cyber Crisis Management Plan
9.	CERT	Computer Emergency Readiness Team
10.	CII	Critical Information Infrastructure
11.	CISO	Chief Information Security Officer
12.	CMC	Computers Maintenance Corporation
13.	CMMI	Capability Maturity Model Integration
14.	COTS	Commercial Off The Shelf
15.	CSP	Communication Service Provider
16.	DD	Demand Draft
17.	DDP	Data Distribution Plan
18.	DGS	Directorate General of Shipping
19.	DR	Disaster Recovery
20.	DRC	Disaster Recovery Centre
21.	EMD	Earnest Money Deposit
22.	FRS	Functional Requirement Specification

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

Sl.No	Acronym	Description
23.	GEM	Government e-Marketplace
24.	GIS	Geographic Information Systems
25.	GRC	Governance Risk and Compliance
26.	GST	Goods and Service Tax
27.	GUI	Graphical User Interface
28.	HDD	High Level Design Document
29.	ICT	Information & Communication Technology
30.	IDE	International Data Exchange
31.	IMO	International Maritime Organization
32.	IMSO	International Mobile Satellite Organization
33.	ISMP	Information Security and Management Program
34.	ISMS	Information Security Management System
35.	ISO	International Standards Organization
36.	ISRO	Indian Space Research Organization
37.	LDD	Low Level Design Document
38.	LRIT	Long Range Identification and Tracking
39.	MOD	Ministry Of Defence
40.	MOM	Minutes Of Meeting
41.	MOU	Memorandum of Understanding
42.	MRCC	Maritime Rescue Coordination Centres
43.	MSA	Master Service Agreement
44.	MSC	Maritime Safety Committee
45.	MSP	Managed Service Provider
46.	NCIIPC	National Critical Information Infrastructure Protection Centre

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

Sl.No	Acronym	Description
47.	NDA	Non-Disclosure Agreement
48.	NDC	National Data Centre
49.	NOC	Network Operations Centre
50.	OEM	Original Equipment Manufacturer
51.	PBG	Performance Bank Guarantee
52.	PQ	Pre Qualification
53.	PSU	Public Sector Undertakings
54.	QCBS	Quality and Cost Based Selection
55.	RDC	Regional Data Centre
56.	RFP	Request For Proposal
57.	SAC	Space Applications Centre
58.	SAR	Search And Rescue
59.	SIEM	Security Information and Event Management
60.	SLA	Service Level Agreement
61.	SOC	Security Operations Centre
62.	SOLAS	Safety of Life at Sea
63.	SRS	Software Requirement Specification
64.	SURPIC	Surface Picture
65.	TCS	Tata Consultancy Services
66.	UAT	User Acceptance Test
67.	UMS	User Management System
68.	USCG	United States Coast Guard
69.	VAPT	Vulnerability Assessment and Penetration Testing
70.	XML	Extensible Mark-up Language

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

Contents

Acronyms	3
1. Overview	9
1.1. Request for Proposal Datasheet	9
1.2. Structure of RFP	10
2. Background Information	12
2.1. Basic Information	12
2.2. Project Background	12
2.2.1. Background	12
2.2.2. LRIT Regulation	12
2.2.3. Purpose of LRIT	13
2.3. Key Information	14
2.3.1. Context	14
2.3.2. LRIT Goals & Objectives	15
2.3.3. Stakeholders of LRIT	16
2.3.4. LRIT Users	17
2.3.5. About the Directorate	17
2.3.6. Organization Structure of DGS	18
2.3.7. LRIT System Organization Structure	20
3. Instructions to the Bidders	21
3.1. General	21
3.2. Supplementary Information / Corrigendum / Amendment to the RFP	21
3.3. Firm Prices	23
3.4. Bid Prices	23
3.5. Discount	24
4. Key Requirements of the Bid	24
4.1. Right to Terminate the Process	24
4.2. Acceptance of part / whole bid / modification – Rights thereof:	24
4.3. RFP Document Fees	25
4.4. Earnest Money Deposit	25
4.5. Submission of Proposals	26
4.6. Authentication of Bids	27
4.7. Bidder Authorization	27
4.8. Consortium Conditions	27
4.9. Local Conditions	28

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

5.	Preparation and Submission of Proposal	29
5.1.	Proposal Preparation Costs	29
5.2.	Language	29
5.3.	Interlineations in Bids	29
5.4.	Venue & Deadline for Submission of Proposals	30
5.5.	Late Bids	30
5.6.	Modification and Withdrawal of Bids	30
5.7.	Address for Correspondence	30
5.8.	Contacting the DGS	30
5.9.	Bid Submission	31
6.	Evaluation of Bids	34
6.1.	Tender Opening	35
6.2.	Bid Validity	35
6.3.	Criteria for Evaluation	35
6.4.	Pre-Qualification (PQ) Criteria	36
6.5.	Technical Evaluation Criteria	41
6.6.	Commercial Bid Evaluation	52
7.	Appointment of System Integrator	53
7.1.	Award Criteria	53
7.2.	Right to Accept Any Proposal and To Reject Any or All Proposal(s)	53
7.3.	Notification of Award	53
7.4.	Contract Finalization and Award	54
7.5.	Performance Bank Guarantee	54
7.6.	Signing of Contract	55
7.7.	Failure to Agree with the Terms and Conditions of the RFP	55
8.	Rejection Criteria	55
8.1.	General Rejection Criteria	55
8.2.	Technical Rejection Criteria	56
8.3.	Commercial Rejection Criteria	57
9.	Project and Payment Schedule	58
9.1.	Project Timelines	58
9.2.	Deliverables Schedule	60
9.3.	Payment Schedule	66
9.4.	Terms of Payment	72
9.5.	Invoicing and Settlement	72
9.6.	Taxes	73

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

9.7.	Adherence to Deliverables	73
10.	Annexures	75
10.1.	Annexure: Technical Bid Formats	75
10.1.1.	Form 1: Technical Bid – Covering Letter	75
10.1.2.	Form 2: Particulars of the Bidder (please fill separate sheet for consortium members).....	79
10.1.3.	Form 3: Financial Capability	80
10.1.4.	Form 4: Profile of Resource	81
10.1.5.	Form 5: Certificate from HR demonstrating its organisation strength	84
10.1.6.	Form 6: Technical Solution.....	85
10.1.7.	Form 7: Approach & Methodology	86
10.1.8.	Form 8: Project Plan.....	88
10.1.9.	Form 9: Format of Deployment of Personnel.....	89
10.1.10.	Form 10: Details of Experience of Bidder in Various Projects	90
10.1.11.	Form 11: Format for Manufacturer’s Authorization Form.....	92
10.1.12.	Form 12: Details of ineligibility for corrupt or fraudulent practices / blacklisted with any of the Government or Public sector units	93
10.1.13.	Form 13: Format for Consortium Agreement	94
10.2.	Annexure: Pre-Qualification Bid Forms	96
10.2.1.	Form 14: Bank Guarantee for Earnest Money Deposit	96
10.2.2.	Form 15: Certificate of Conformity / No Deviation	98
10.2.3.	Form 16: Format – Declaration for No Conflict of Interest	99
10.2.4.	Form 17: Compliance Sheet for Pre- Qualification Proposal	101
10.2.5.	Form 18: Unpriced Bill of Material (BOM)	102
10.3.	Annexure: Commercial Bid Formats	103
10.3.1.	Form 19: Commercial Proposal	103
10.3.2.	Form 20: Consolidated Costs	106
10.3.3.	Form 20 A: Implementation Costs	107
10.3.4.	Form 20 B: Operation & Maintenance Cost	112
10.3.5.	Form 20 C: Training Cost.....	114
10.3.6.	Form 20 D: Manpower Cost for Change Requests	115

1. Overview**1.1. Request for Proposal Datasheet**

S.No.	Bid Information	Details
1.	RFP Issuing Authority	Directorate General of Shipping
2.	RFP reference No and Date	DGS/LRIT/48NT(10)/LRI/2018
3.	Non Refundable Tender Cost	INR 5,000 /- in form of Demand Draft issued by a Indian Nationalized / Scheduled Bank, in favour of Directorate General of
4.	Earnest Money Deposit (EMD)	INR 20,00,000 /-
5.	Availability of documents	The tender is available and downloadable on e-Tendering Website: www.eprocure.gov.in All Subsequent changes to the Bidding document shall be published on the above mentioned website.
6	Last date, time (deadline) and venue for receipt of proposals in response to RFP notice	12/07/2018 at 3:00 pm Submission of proposal will happen through Central Public Procurement Portal : www.eprocure.gov.in
7	Last date and time (deadline) for receipt of Bid fees and EMD in response to RFP notice	12/07/2018 at 3:00 pm Submission of scanned copies will happen through Central Public Procurement Portal : www.eprocure.gov.in Address :Directorate General of Shipping, Government of India, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai - 400042
8	Date, time and Venue of Opening of Bid	13/07/2018 at 3:00 pm Directorate General of Shipping, Government of India, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai – 400042

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

9.	Date, time and venue of opening of Technical Proposals received in response to the RFP notice	20/07/2018 at 11:00 am Directorate General of Shipping, Government of India, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai – 400042
10.	Place, time and date of Technical Presentations by the bidders	To be communicated later
11.	Place, time and date of opening of Financial Proposals received in response to the RFP notice	To be communicated later
12.	Contact person for queries	Capt Santoshkumar S. Darokar Nautical Surveyor-cum-DDG (Tech) Directorate General of Shipping, Government of India, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai - 400042 Tel. No. 022-25752030 Fax No. 022-25752062 Email Id : <skd-dgs@gov.in>
13.	Method of Selection	The method of selection is Quality and Cost Base Selection (QCBS). The weights given to the Technical and Commercial Bids are: Technical = 70% and Commercial = 30%

1.2. Structure of RFP

Directorate General of Shipping invites bids from eligible parties (hereafter referred as “Bidder”) for appointment as System Integrator and provide a comprehensive solution as specified in the Scope of Work Section (Volume II) of this RFP.

This Request for Proposal (RFP) document for the project of Long Range Identification Tracking System for Directorate General of Shipping (DGS) comprise of the following.

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

i. Volume I: Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:

- General instructions for bidding process
- Bid evaluation process including the parameters for Technical evaluation and commercial evaluation to facilitate DGS in determining bidder's suitability as the implementation partner
- Payment schedule
- Project Schedule
- Technical Bid Formats
- Commercial bid format

ii. Volume II: Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:

- About the project and its objectives
- Scope of work for the bidder
- Functional and Technical requirements

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become the system integrator of DGS.

iii. Volume III: Master Service Agreement (MSA), including general conditions of contract, Service Level Agreement ('SLA') and Non-Disclosure Agreement ('NDA').

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2. Background Information

2.1. Basic Information

- i. DGS invites proposals (“Bids”) to this Request for Proposal (“RFP”) from System Integrator (“Bidders”) for the “Development and Maintenance of LRIT system” as described in Volume II of this RFP, “Scope of Work”.
- ii. The tenure of the contract of the successful bidder shall be for a period of Five (5) years post implementation period of six (6) months.
- iii. DGS reserves the right to extend the contract by 2 years on the terms & conditions of the RFP.
- iv. Proposals must be received not later than time, date and venue mentioned in the Data Sheet. Proposals that are received late WILL NOT be considered in this procurement process.
- v. Bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

2.2. Project Background

2.2.1. Background

The Directorate General of Shipping (DGS), India deals with implementation of shipping policy and legislation so as to ensure the safety of life and ships at sea, prevention of marine pollution, promotion of maritime education and training in co-ordination with the International Maritime Organization (IMO), regulation of employment and welfare of seamen, development of coastal shipping, augmentation of shipping tonnage, examination and certification of Merchant Navy Officers, Supervision and Control of the allied offices under its administrative jurisdiction.

2.2.2. LRIT Regulation

The LRIT regulation will apply to the following ship types, engaged on international and coastal voyages:

- a) All passenger ships including high speed craft,
- b) Cargo ships, including high speed craft of 300 gross tonnage and above, and

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

c) Mobile offshore drilling units.

These ships must report their position to their Flag Administration at least 4 times a day. Most vessels set their existing satellite communications systems to automatically make these reports. Other contracting governments may request information about vessels in which they have a legitimate interest under the regulation. The LRIT information that the participating ships will be required to transmit include the ship's identity, location and date and time of the position. LRIT is a static data display system. The vessel's position displayed is the last reported position, it has transmitted. Periodic position reporting frequency can be changed to a minimum of one position report in 24hrs to a maximum frequency of 15 minutes. All the information and periodic reporting change is triggered by the data centres. Instant position reports of vessels can be obtained by polling.

2.2.3. Purpose of LRIT

The main purpose of LRIT is National and International Search & Rescue, Security and Environmental protection. LRIT data is shared with the other Flag States & Flag's own Navy and Coast Guard (Maritime Rescue Co-Ordination Centres) as they are mainly responsible for all the three aspects of the LRI, mentioned above.

1. For **Search & Rescue (SAR)**, vessels in the vicinity of a SAR area are directed by the Maritime Rescue Co-Ordination Centres (MRCC). The LRIT Search & Rescue Surface Picture (SAR SURPIC) greatly enhances the co-ordination of the vessels being sent for assistance in the SAR area. LRIT allows rescue coordinators to have access to a list / graphics of vessels of own flag and foreign in the area of a ship in distress, ensuring that aid arrives swiftly and that Captains would need to have a very good justification for not stopping to help. The SAR SURPIC report is also static as the LRIT positions are the last periodic report of that vessel.
2. For **Security** of the Nation, besides continuously tracking the national registered ships, the tracking and monitoring of all foreign vessels transiting a certain defined area or strategic areas around the country's coast can be activated. Tracking of country's own vessels also helps improved maritime domain awareness and a general understanding of vessel traffic in specific areas of interest & also in piracy prevention measures.
3. For **Environmental Protection**, LRIT helps in tracking of: a pollution related accident, ships carrying toxic and hazardous pollutants, quick response in directing rescue and

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

pollution containment resources to the spot where a pollution accident has occurred. Another benefit is the ability to attribute responsibility for maritime environment and safety incidents, particularly in the case of environmental transgressions such as oil slicks, where regulatory bodies can use LRIT information to identify the likely culprits based on vessels that were in the vicinity at the time.

2.3. Key Information

2.3.1. Context

The Long Range Identification and Tracking (LRIT) of ships was established as an international system on 19 May 2006 by the International Maritime Organization (IMO) as resolution MSC.202 (81). This resolution amends chapter V of the International Convention for the Safety of Life at Sea (SOLAS), regulation 19-1 and binds all governments which have contracted to the IMO.

Long Range Identification and Tracking (LRIT) was proposed by the United States Coast Guard (USCG) at the International Maritime Organization (IMO) in London during the aftermath of the September 11, 2001 attacks, to track the approximately 50,000 large ships around the world. The LRIT regulations as laid down by the IMO, came into force on January 1st 2008.

DGS collaborated with ISRO in early 2008 to develop LRIT solution. The ‘Space Applications Centre (SAC)’, of ISRO, took the responsibility for high level design, critical analysis & issue resolutions and ensuring thorough testing for LRIT standard compliance. Antrix, the commercial wing of ISRO coordinated to seek support from IT industries, CMC and Tata Communication for implementation.

The LRIT application was designed by ISRO, and was developed in 2009 by CMC (under the guidance of ISRO). After CMC was acquired by TCS, the LRIT application is under maintenance of TCS.

As per the Gazette notification “No. 372” dated 9th February 2016, the Central Government declared Long Range Identification and Tracking (LRIT) system, facilities, Information, Assets, Logistics, Infrastructure and Dependencies installed at LRIT locations to be protected system for the purpose of Information Technology Act, 2000.

In this background, DGS has decided to redevelop the LRIT system to comply with the following requirements:

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

International Maritime Organization		
IMO Requirements	Functional and Technical Requirements Prescribed by IMO for design and development of LRIT System	System to comply with IMO regulations (IMSO audit)
IT Act / National Critical Information Infrastructure Protection Centre Guidelines		
IT Act / NCIIPC Requirements	System design and development, DC, DR to adhere to cyber security control requirements of Protected system / CII as mandated by NCIIPC	System to comply with Protected system / CII / Audit & Certification requirements as prescribed under (IT Act & NCIIPC Guidelines)

2.3.2. LRIT Goals & Objectives

Any ship belonging to a Flag State should transmit the identification and position information to a coastal country as soon as it enters into LRIT boundary (1000 NM) of the country's coastal line provided the standing order has been activated. The details should be provided at default interval of 6 hrs. till the ship leaves the LRIT boundary. The coastal country is empowered to demand the tracking information at higher rates (maximum 15 minutes) from the flag state. Port countries, where a ship is likely to touch, have right to track the ship any time during its voyage. Flag ship should provide this information on demand.

Search and Rescue (SAR) operations were also considered as an integral part of the scope of LRIT. Country having SAR responsibility has right to demand current and past positions (limited to last 24 hrs. and to a maximum of 4 position reports) of all the ships from all the countries within a specified area (square or circular) of ship in distress.

Indian Objective

1. To develop Indian National Data Centre (NDC) to identify and track Indian Ship sailing across the world and disseminate identification and positional information to entitled countries.

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

2. To collect information about foreign ships entering Indian boundaries and provide information through rich GUI to stakeholders (Navy, Coastguard etc.) based on entitlement.
3. To assist in investigation (tracking, tracing, plotting of multiple vessels with distances and bearing, etc.), visual maps, replay of archival data and reporting to stakeholders
4. To preserve/archive the data as per D.G.Shipping, IMO Guidelines and Security Requirements.
5. To extend Regional Data Centre (RDC) services to neighboring countries. (Viz. Maldives, Mauritius, Bangladesh, Myanmar etc.)

Benefits:

1. D.G.Shipping, Navy and Coastguard can easily track foreign ship's movements around the Indian Coastal boundary (subject to opening of LRIT Standing Orders) for identifying foreign ships.
2. DGS can provide Search and Rescue to the distressed ship quickly.
3. DGS can use LRIT to investigate hit and run cases.
4. Ship owners can authentically track their own ship's movement.
5. LRIT also helps in handling pirate domain as well as in protecting marine environment.

2.3.3. Stakeholders of LRIT

The stakeholders of the LRIT system are listed below:

1. International Maritime Organization (IMO)
2. DG Shipping
3. Indian Navy
4. Maritime Rescue Coordination Centre (Coast Guard)
5. Flag State
6. Port State
7. Coastal State
8. RDC users – Srilanka

2.3.4. LRIT Users

LRIT system is being used by approximately 300 users (India & Srilanka). DGS is planning to extend LRIT services to few more countries such as Maldives, Mauritius, Bangladesh, Myanmar etc. which is likely to increase the no. of users accessing the LRIT system.

Hence the envisioned LRIT application should cater to provide services to multiple countries and accordingly Hardware infrastructure and security has to be built-in.

Since LRIT is notified as “Protected System”, it is required to provide role based access system to the following:

1. Department authorized by DG shipping
2. Designated LRIT officers and support staff
3. LRIT authorized team members of contracted System Integrator
4. Other authorized third party vendors
5. Shipping companies have only viewing rights for their company ships.

2.3.5. About the Directorate

The Directorate is headed by the Directorate General of Shipping (‘DGS’), who is assisted by:

Administrative side:

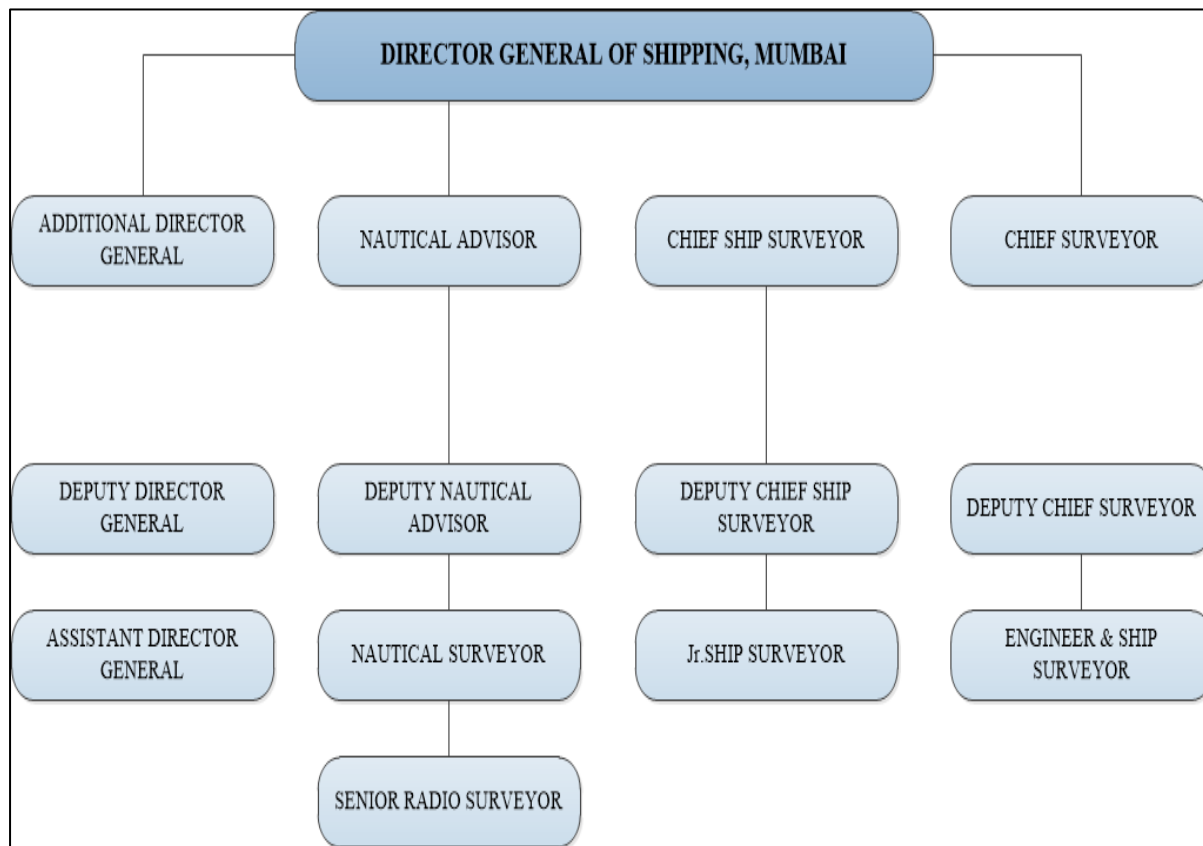
- Additional Director General of Shipping,
- Dy. Director General of Shipping

Technical side:

- The Nautical Advisor, supported by Dy. Nautical Advisors and Nautical Surveyors;
- The Chief Surveyor, on the Engineering side, supported by Dy. Chief Surveyors, Dy. Chief Ship Surveyor, Engineer & Ship Surveyors and Ship Surveyor and also with supporting staff.
- The Nautical Advisor and the Chief Surveyor are also the Chief Examiners of Masters/Mates and Engineers respectively on behalf of the Director General of Shipping

2.3.6. Organization Structure of DGS

Figure 1: Organization Structure of DGS



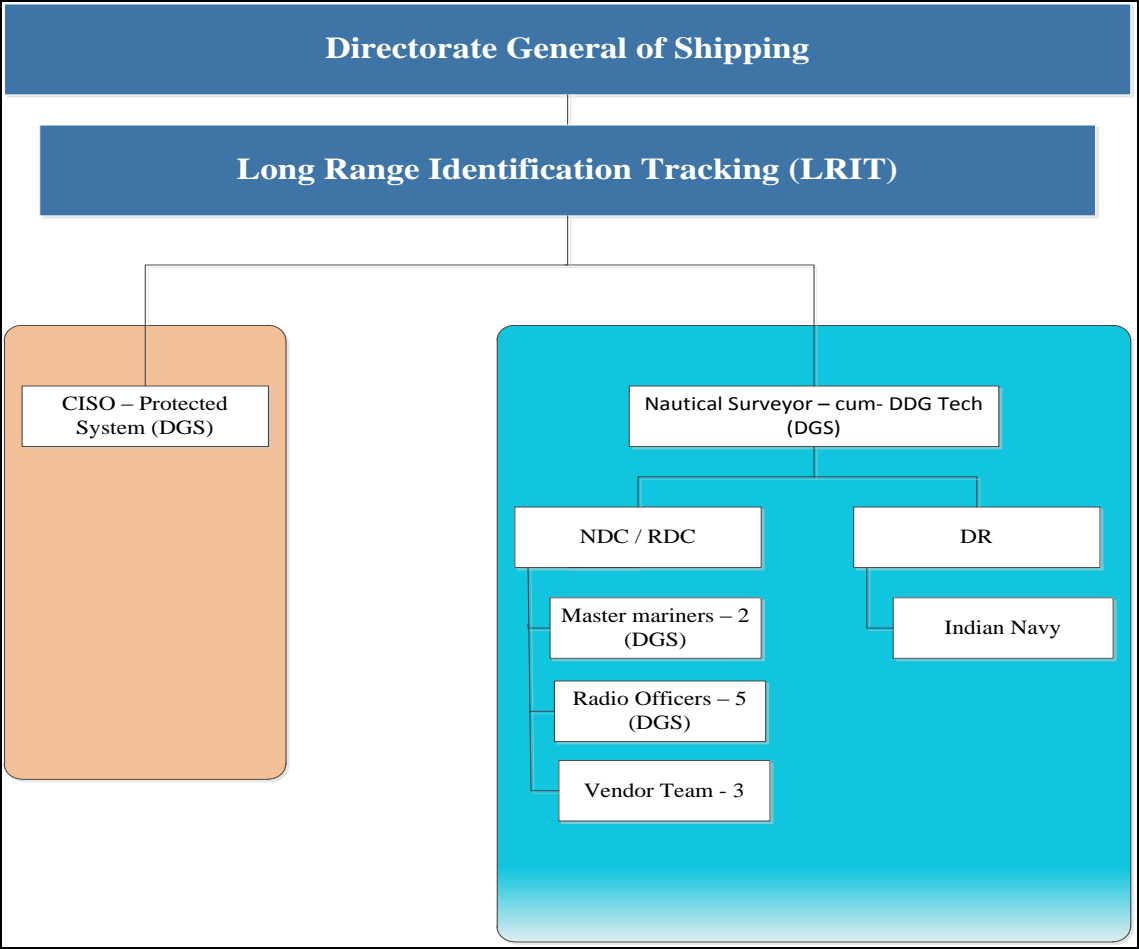
RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

The directorate operates through various departments and offices, spreads across locations in which are follows:

DGS Headquarters	Mercantile Marine department (MMD)	Allied Offices	Autonomous bodies
Directorate General of Shipping Administrative wing Engineering wing Nautical wing Naval architecture	<ol style="list-style-type: none">1. Mumbai2. Chennai3. Kolkata4. Kochi5. Kandla Sub ordinate offices <ol style="list-style-type: none">6. Vishakhapatnam7. Tuticorin8. Noida9. Goa10. Mangalore11. Port Blair12. Haldia13. Paradeep14. Jamnagar	<ol style="list-style-type: none">1. Seamen Employment offices at Mumbai, Kolkata and Chennai2. Shipping office3. Regional office (SAILS), at Mumbai, Jamnagar and Tuticorin.4. Seamen's welfare office (SWO), Chennai	<ol style="list-style-type: none">1. Seamen's Welfare Fund Society (SWFS)2. Seamen's Provident Fund Organization (SPFO)3. National Shipping Board

2.3.7. LRIT System Organization Structure

Figure 2: LRIT System Organization Structure



3. Instructions to the Bidders

3.1. General

- i. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DGS on the basis of this RFP.
- ii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DGS. Any notification of preferred bidder status by the DGS shall not give rise to any enforceable rights by the Bidder.
- iii. The DGS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the DGS.
- iv. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- v. Interested eligible Bidders may obtain further information and inspect the tender documents at the office of the Directorate General of Shipping, Government of India, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai - 400042

3.2. Supplementary Information / Corrigendum / Amendment to the RFP

- i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - a) Include all documentation specified in this RFP;

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

- b) Follow the format of this RFP and respond to each element in the order as set out in this RFP.
 - c) Comply with all requirements as set out within this RFP
- iii. If DGS deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, and official communication over email/post will be communicated to all the bidders by publishing on the website given under this RFP. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
- iv. The letters seeking clarifications sent either to all the bidders or to specific bidder as the case may be during the evaluation of bidder's proposal and the minutes of the meeting recorded during the evaluation process shall also be deemed to be incorporated by this reference in this RFP.
- v. At any time prior to the deadline (or as extended by DGS) for submission of bids, DGS, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, may modify the RFP document by issuing amendment(s). All such amendments will be published on the website given under this RFP. All such amendment(s) will be binding on all the bidders.
- vi. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, DGS, at its discretion, may extend the deadline for the submission of bids.

3.3. Firm Prices

- i. Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- ii. The Commercial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.
- iii. The taxes quoted in the offer should be as per the prevailing tax rates. Any subsequent increase in the tax rates or introduction of new tax will be paid by DGS. Similarly any benefits arising due to downward revision in tax rates, or any exemptions availed by the Bidder organization should be passed on to DGS.
- iv. A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.

3.4. Bid Prices

- i. The Bidder shall indicate in the Proforma prescribed (in this RFP), the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Documents.
- ii. The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by DGS. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents.
- iii. If at any stage during the currency of the contract, the solution proposed does not meet the functional requirements, conceptual design, performance requirements/SLA, and other requirements of Tender, the Bidder shall revise the required specifications and/or quantities as proposed by the Bidder in his bid in order to meet the said objectives/targets. This is applicable for upward revisions only with the consent of DGS; downward revisions will not be allowed for the bidder. All such provisions shall be made

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

by the Bidder within the lump sum contract price, at no extra cost to DGS and without any impact to DGS whatsoever.

- iv. Unless expressly indicated, bidder shall not include any technical information regarding the services in the Price bid.
- v. Prices shall be quoted entirely in Indian Rupees and must be arrived at after including all expenses, rates, and taxes. However, GST, if any paid by the SI is reimbursable after producing documentary evidence.
- vi. The Price bid must be detailed. A summary should be included in the form of the pricing matrices given in this RFP.

3.5. Discount

The Bidder is 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.

4. Key Requirements of the Bid

4.1. Right to Terminate the Process

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

4.2. Acceptance of part / whole bid / modification – Rights thereof:

- i. DGS may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment on mutually agreed terms shall be

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the bidder's receipt of the DGS's changed order.

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

4.3. RFP Document Fees

- i. The Bidders shall download the tender document from the e-Tendering website as mentioned in the Proposal Data Sheet.
- ii. The Bidders have to upload the scanned image of the demand draft towards cost of tender document (mentioned in the Proposal Data Sheet) along with the online bid submission. The actual DD will be submitted at the address, date and time mentioned in Data Sheet.
- iii. The downloading of the tender documents shall be carried out strictly as provided on the web site.
- iv. The tender document fee is non-refundable and not exempted.

4.4. Earnest Money Deposit

- i. Bidder shall submit EMD of Rs. 20,000,00/- (Rupees Twenty Lakhs Only) in the form of Bank Guarantee ('BG') as specified in Form 14 drawn in favour of "Directorate General of Shipping" from any Nationalized / Scheduled Bank having its branch at Mumbai and encashable at Mumbai. The BG validity period shall be same as the period of bid validity (section 6.2). BG shall be verified independently by the DGS with the bank before finalization of technical offers; In the event of lack of confirmation of issue of the BG by the bank, the bid shall stand disqualified.
- ii. The EMD is required to protect the DGS against the risk of Bidder's conduct, which would warrant the EMD forfeiture.

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

- iii. Unsuccessful Bidder's EMD will be returned within 30 days of award of the contract to the successful bidder. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee/ Security Deposit.
- iv. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- v. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- vi. The Bidder has to upload the scanned image of the BG towards EMD (mentioned in the Proposal Data Sheet) along with the online bid submission. The actual BG shall be submitted at the address, time and date as mentioned in Data Sheet.
- vii. The EMD may be forfeited:
 - a. If a bidder withdraws its bid during the period of bid validity.
 - b. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - c. If the Proposal is varied or modified in a manner not acceptable to DGS after opening of Proposal, during the validity period or any extension thereof
 - d. If the Bidder tries to influence/jeopardize the bidding/evaluation process or submits any forged documents

4.5. Submission of Proposals

- i. The bidders should submit their responses as per the format given in this RFP in the following manner:
 - a. Pre-Qualification Proposal
 - b. Technical Proposal
 - c. Commercial Proposal
- ii. Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal. Also, a bidder cannot submit more than one bid or alternative offers with more than one Standard Integrated solution.
- iii. Submission of proposal will happen through Central Public Procurement Portal.
- iv. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

4.6. Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

4.7. Bidder Authorization

- i. The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Forms. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases, he/she shall submit a power of attorney. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the Principal Officer / authorized signatory.
- ii. It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company.
- iii. The authorization shall be indicated by written power-of-attorney accompanying the bid.
- iv. Any change in the Principal Officer / authorized signatory shall be intimated to DGS in advance.

4.8. Consortium Conditions

- i. The Consortium shall have not more than 2 members / partners. The equity of each partner of the consortium shall be stated clearly in the MoU submitted by the bidder
- ii. The lead member shall be responsible for participating in the tender, execution, signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations there after (in case of award of contract) i.e. responsible for establishing and operating the total access control solution to DGS including warranty and Comprehensive AMC obligations on a turn-key basis.
- iii. In case of consortium the experience and financial criteria should be jointly fulfilled. Validity of the consortium agreement entered upon should continue for entire period of contract as specified in the tender or extended period and should be irrevocable for the

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

above periods and should include clause nominating the Lead member to act on behalf of all the Consortium members.

- iv. The Lead member must be authorized to receive instruction / communications from DGS, authorized to incur liabilities and shall deliver all the provisions of the contract on behalf of consortium members. The consortium should furnish MOU indicating the name of lead partner.
- v. However all the members of the consortium must also, jointly and severally, be responsible for satisfactory execution and performance of the contract. An irrevocable affidavit shall be furnished on suitable non-judicial stamp paper duly notarized giving undertaking for jointly and severally owning responsibility towards contractual obligations throughout the contract period.

4.9. Local Conditions

- i. It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors which would have any effect on the performance of the contract and / or the cost.
- ii. The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- iii. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.
- iv. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. DGS shall not entertain any request for clarification from the Bidder regarding such conditions.

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

- v. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by DGS and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the DGS on account of failure of the Bidder to appraise themselves of local laws and site conditions.

5. Preparation and Submission of Proposal

5.1. Proposal Preparation Costs

- i. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/ presentations, preparation of proposal, in providing any additional information required by DGS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- ii. DGS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.2. Language

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the DGS, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

5.3. Interlineations in Bids

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

5.4. Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to DGS through Central Public Portal.

5.5. Late Bids

- i. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- ii. DGS reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-a-vis urgent commitments.

5.6. Modification and Withdrawal of Bids

- i. No bid may be altered / modified after submission to the DGS. Unsolicited correspondences in this regard from Bidder will not be considered.
- ii. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid.
- iii. Prices in any form or by any reason before opening the Commercial Bid should not be revealed. If price change is envisaged due to any clarification, revised Bids can be called from all the bidders by DGS.
- iv. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

5.7. Address for Correspondence

The Bidder shall designate the official mailing/e-mail address, place and fax number to which all correspondence shall be sent by the DGS.

5.8. Contacting the DGS

- i. No Bidder shall contact the DGS on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- ii. Any effort by a Bidder to influence the DGS's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

5.9. Bid Submission

- i. Bidders are required to enroll on the e-Tendering website on the link provided in the Proposal Data sheet
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Tendering Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi. Bidder shall then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- vii. The proposal should contain ATLEAST the following submission for on the e-Tendering Portal. However this is not an exhaustive list, bidder is expected to go through the tender and provide documents as necessary
- viii. During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical as well as Commercial envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values), system won't allow him/her to make any further changes or modifications in the bid data.

Forms to be submitted (Templates):

The list of Documents to be submitted as part of Pre-Qualification, Technical bid and Commercial Bid is provided below.

Covering Letter – Technical Bid	Please refer Form 1
Particulars of the Bidder	Please refer Form 2

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

Financial Capability	Please refer Form 3
Profile of resource	Please refer Form 4
Manpower Details	Please refer Form 5
Technical Solution	Please refer Form 6
Approach & Methodology	Please refer Form 7
Project Plan	Please refer Form 8
Deployment of Personnel	Please refer Form 9
Details of experience of Bidder	Please refer Form 10
Manufacturers Authorization Form	Please refer Form 11
Blacklisting Certificate	Please refer Form 12
Consortium Agreement	Please refer Form 13
Bank Guarantee for Earnest Money Deposit	Please refer Form 14
Certificate of Conformity / No deviation	Please refer Form 15
Declaration for No Conflict of Interest	Please refer Form 16
Compliance sheet for pre-qualification proposal	Please refer Form 17
Bill of Material	Please refer Form 18
Commercial Proposal	Please refer Form 19
Consolidated Costs	Please refer Form 20
Implementation Costs	Please refer Form 20 A
Operation & Maintenance Cost	Please refer Form 20 B

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

Training Cost	Please refer Form 20 C
Manpower Cost for Change Requests	Please refer Form 20 D

Note:

1. Forms to submitted along with Pre-qualification Bid are:

- i. Form 2
- ii. Form 3
- iii. Form 14
- iv. Form 16
- v. Form 17

2. Forms to submitted along with Technical Bid are:

- i. Form 1
- ii. Form 4
- iii. Form 5
- iv. Form 6
- v. Form 7
- vi. Form 8
- vii. Form 9
- viii. Form 10
- ix. Form 11
- x. Form 12
- xi. Form 13
- xii. Form 15
- xiii. Form 18

3. Forms to submitted along with Commercial Bid are:

- i. Form 19
- ii. Form 20
- iii. Form 20 A
- iv. Form 20 B
- v. Form 20 C

Commercial Bid:

The commercial bid format has been given as a standard format with the tender document. Bidders are required to provide details as per the format specified in Annexure 10.3. If the format is found to be modified by the bidder, the bid will be rejected.

- i. Bidder is responsible to download Tender document and download Addendums / Amendments / Errata / Replies to the queries of the Party etc., if any, issued by DGS, from the website before submission of the Tender. Any shortfall in submission of the said Addendums/ Amendments / Errata/ Replies to the queries of the Party etc. along with the downloaded documents while submitting the Tender may not be considered.
- ii. Bid process will be over after the contract is signed with the selected bidder.
- iii. DGS shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

6. Evaluation of Bids

- i. DGS will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- ii. The Proposal Evaluation Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence may lead to rejection.
- iii. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- iv. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- v. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations without assigning any reason thereof.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in the RFP.

6.1. Tender Opening

- i. The Proposals submitted will be opened by officer authorized by DGS in the presence of Bidders or their representatives who may be present at the time of opening.
- ii. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

6.2. Bid Validity

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

6.3. Criteria for Evaluation

- i. The overall objective of this evaluation process is to select the capable and qualified firm in the business domain of developing and rolling out the integrated application, related hardware and other infrastructure, providing associated capacity building, training and handholding support as well as associated managed services and who will provide a comprehensive solution towards Supply, Installation, Integration, Commissioning, Development, Deployment, Operation & Management of the said system and hardware provisioning at DGS.
- ii. First the Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be eligible for next set of evaluations. Technical Proposal and Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria shall not be evaluated.
- iii. The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve at least 70% marks in the technical evaluation would be eligible for the next stage, i.e. Financial Bid opening.
- iv. Proposals of bidders would be evaluated as per Technical Evaluation Criteria.

6.4. Pre-Qualification (PQ) Criteria

- i. The prospective Bidder shall have to enclose along with the Technical Bid, documentary evidences in support of Pre-Qualification Criteria. The technical evaluation of the bid will be considered only for the Bidders qualifying the pre-qualification criteria.
- ii. An indicative format for the Pre-Qualification Proposal is as follows [Please customize this list on the basis of Pre-Qualification Criteria Finalized below]

S. No	Criteria	Pre-qualification Criteria description	Supporting Document	Response (Yes / No)	Reference in Response to Pre-Qualification Bid (Section # and Page #)

- iii. The pre-qualification criteria for Bidder are as follows:

S.No.	Basic Requirement	Specific Requirements	Documents Required
1	Annual Turnover	<ol style="list-style-type: none"> 1. The Bidder / Prime Bidder in case of consortium should have Annual Turnover generated from Information Technology Related Services during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. 150 Crores (One Hundred and Fifty Crores) 2. Societies registered under Societies registration Act or Rules / Not for profit organizations setup by State Government / Ministry of Electronics and Information Technology / Government of India, for furtherance of e-Governance / undertake R&D in development of Information and Communication Technology – should have Annual Turnover during each of the last three financial years (including Grant In Aid and Funded Projects) 	<ol style="list-style-type: none"> 1. Extracts from the audited Balance sheet and Profit & Loss; OR 2. Certificate from the statutory auditor OR 3. For Societies registered under Societies registration Act or Rules / Not for

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

S.No.	Basic Requirement	Specific Requirements	Documents Required
		should be at least Rs. 150 Crores (One Hundred and Fifty Crores)	profit organizations setup by State Government / Ministry of Electronics and Information Technology / Government of India) - Certificate from the statutory auditor / Director (Finance)
3	Local Service Centres	The Bidder / at least one member of consortium should have presence in DC - Mumbai & DRC --- Delhi / Gurgaon locations with support centers at both places. The Bidder should have technical manpower with experience to provide service at both locations for support under this contract.	1. A Self Certified letter by an authorized signatory
4	Technical Capability	<p>Bidder / at least one member of consortium should have successfully completed at least the following numbers of Systems Integration engagement(s) for past five years as on 31-12-2017 of value specified herein :</p> <ul style="list-style-type: none"> One project of similar nature not less than the amount 25 Crores; OR Two projects of similar nature not less than the amount equal 15 Crores ; OR Three projects of similar nature not less than the amount equal 10 Crores 	<p>1. Completion Certificates from the client;</p> <p>OR</p> <p>2. Work Order + Self Certificate of Completion (Certified by the Statutory Auditor);</p> <p>OR</p> <p>3. Work Order + Phase Completion Certificate from the client</p>

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

S.No.	Basic Requirement	Specific Requirements	Documents Required
5	Certification	<p>1. The bidder / Prime Bidder in case of consortium must have been certified with the following certifications</p> <ol style="list-style-type: none"> CMMI Level 5 certification ISO 9001 for quality management ISO 27001 for information security management ISO 20000 for Information Technology Service Management <p>2. Societies registered under Societies registration Act or Rules / Not for profit organizations setup by State Government / Ministry of Electronics and Information Technology / Government of India, (for furtherance of e-Governance / undertake R&D in development of Information and Communication Technology and Electronics, - which are not into export of IT/Software.) will be exempted from this requirement</p>	Copy of certificate valid as on date
6	Consortiums	The Bid can be submitted by an individual organization or a consortium of companies having maximum 2 members. In case of a consortium, the same shall be formed under a duly stamped consortium agreement and signed by the authorized signatories of the companies. In the event of a consortium, one of the partners shall be designated as a "Prime Bidder". Prime Bidder shall be solely responsible for the successful completion of the entire project.	The original stamped consortium agreement indicating roles & responsibilities of consortium partners and Name of Director of each organization as mentioned in Certification of incorporation should be the nodal point of contact for the project
8	Legal Entity	<p>The bidder / Consortium partners Should be Company registered under Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under LLP</p>	Certificates of Incorporation / Society Registration

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

S.No.	Basic Requirement	Specific Requirements	Documents Required
		<p>Act, 2008</p> <p>OR</p> <p>Societies registered under Societies registration Act or Rules / Not for profit organizations setup by State Government / Ministry of Electronics and Information Technology / Government of India, for furtherance of e-Governance / undertake R&D in development of Information and Communication Technology and Electronics, will be exempted from this requirement</p> <p>And registered with the Service Tax Authorities</p>	
10	Mandatory Undertaking	The bidder / Consortium partners in case of consortium shall furnish an affirmative statement as to existence of, absence of, or potential for conflict of interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the clients - that may have an impact of the contract with Purchaser	Declaration by authorized signatory of bidder
11	Blacklisting / Debarment by Govt.	<p>The Bidder / Consortium partners shall not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government /PSU any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.</p> <p>AND</p> <p>The Bidder / Consortium partners should have not been debarred</p> <ul style="list-style-type: none"> • under the Prevention of Corruption Act, 1988; or • the Indian Penal Code or 	1. A Self Certified letter that the bidder (or any of its successor) is not in the active debarred list - published by GeM or Central Procurement Portal or Procuring Ministry / Department

RFP for Development & Maintenance of Long Range Identification Tracking of System (LRIT)

S.No.	Basic Requirement	Specific Requirements	Documents Required
		<ul style="list-style-type: none"> Any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. <p>The Bidder / Consortium partners should not have been under debarred list as per GFR 2017, Rule 151</p>	
12	EMD	<p>1. The bidder / Prime Bidder in case of consortium must submit EMD to DGS as per tender format</p> <p>2. Societies registered under Societies registration Act or Rules / Not for profit organizations setup by State Government / Ministry of Electronics and Information Technology / Government of India, for furtherance of e-Governance / undertake R&D in development of Information and Communication Technology and Electronics, will be exempted from submission of EMD</p>	Bank Guarantee against EMD shall be submitted by Bidder
13	Tender Fees	The bidder / Prime Bidder in case of consortium must submit tender fees in form of Demand Draft (DD) to DGS	Demand Draft of tender fees shall be submitted by Bidder

6.5. Technical Evaluation Criteria

S.No.	Criteria	Basis for valuation	Sub Criteria Max Marks	Max Marks	Supporting
	COMPANY PROFILE			5	
1	Bidder / Prime Bidder in case of consortium should have an Average turnover from Software System Integration, Development and/or Implementation Services Work in last 3 years (2014-15, 2015-16, 2016-17) (Turnover details in Rupees Crores)	Greater than or equal to 250 Crores: 5 marks Between 250 and 200 : 3 marks Between 200 and 150 : 2 marks Less than or equal to 150: 0 marks	5		Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
	RELEVANT STRENGTH (previous e-Governance experience – Center, State and PSU's)			30	
2	Bidder / at least one member of consortium should have experience in Hardware and Network Equipment Supply & maintenance services for DC & DR in a maximum of 5 Nos. engagements of value more than 2,5 crores The work order should have been issued within the last 5 years, as on 31-12-2017	When No. is : equal to or more than 5 projects : 10 marks equal to 4 projects : 8 marks equal to 3 projects : 6 marks	10		Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the

S.No.	Criteria	Basis for valuation	Sub Criteria Max Marks	Max Marks	Supporting
	<p>The projects should have been either completed or an ongoing project where deliverable or milestone has been successfully met.</p> <p>Weightages (W)</p> <p>In case project completed and letter of completion is available: 100%</p> <p>In case project in progress and the Work Order is more than 18 months old and work order + phase completion certificate is available: 75%</p> <p>In case project in progress and the Work Order is between 12-18 months old and work order + phase completion certificate is available: 50%</p> <p>In case project in progress and the Work Order is less than 12 months old and work order + phase completion</p>	<p>equal to 2 projects : 4 marks</p> <p>Less than 2 projects : 0 Marks</p> <p>The maximum marks for each project is 2 marks.</p> <p>These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.</p>			<p>Statutory Auditor);</p> <p>OR</p> <p>Work Order + Phase Completion Certificate (for ongoing projects) from the client</p>

S.No.	Criteria	Basis for valuation	Sub Criteria Max Marks	Max Marks	Supporting
	certificate is available: 25%				
3	<p>Bidder / Prime Bidder in case of consortium should have experience in Software Development & maintenance services in Govt. Dept. / transportation / Shipping domain in India / globally in a maximum of 5 Nos. engagements of value more than 2.5 crores that have either been completed or an ongoing project where Deliverable or milestone has been successfully met relevant to the experience.</p> <p>The work order should have been issued within the last 5 years, as on 31-3-2017.</p> <p>Weightages (W)</p> <p>In case project completed and letter of completion is available: 100%</p> <p>In case project in progress and the Work Order is more than 18 months old and work order + phase completion certificate is available: 75%</p>	<p>When No. is :</p> <p>equal to or more than 5 projects : 10 marks</p> <p>equal to 4 projects : 8 marks</p> <p>equal to 3 projects : 6 marks</p> <p>equal to 2 projects : 4 marks</p> <p>Less than 2 projects : 0 Marks</p> <p>The maximum marks for each project is 2 marks.</p> <p>These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.</p>	10		<p>Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor);</p> <p>OR</p> <p>Work Order + Phase Completion Certificate (for ongoing projects) from the client</p>

S.No.	Criteria	Basis for valuation	Sub Criteria Max Marks	Max Marks	Supporting
	<p>In case project in progress and the Work Order is between 12-18 months old and work order + phase completion certificate is available: 50%</p> <p>In case project in progress and the Work Order is less than 12 months old and work order + phase completion certificate is available: 25%</p>				
4	<p>Bidder / Prime Bidder in case of consortium should have experience in Turnkey services in a maximum of 5 Nos. engagements of value more than 5 crores that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience.</p> <p>The work order should have been issued within the last 5 years, as on 31-3-2017.</p> <p>Weightages (W) In case project completed and letter of</p>	<p>When No. is :</p> <p>equal to or more than 5 projects : 10 marks</p> <p>equal to 4 projects : 8 marks</p> <p>equal to 3 projects : 6 marks</p> <p>equal to 2 projects : 4 marks</p> <p>Less than 2 projects : 0 Marks</p>	10		<p>Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor);</p> <p>OR</p> <p>Work Order + Phase Completion</p>

S.No.	Criteria	Basis for valuation	Sub Criteria Max Marks	Max Marks	Supporting
	<p>completion is available: 100%</p> <p>In case project in progress and the Work Order is more than 18 months old and work order + phase completion certificate is available: 75%</p> <p>In case project in progress and the Work Order is between 12-18 months old and work order + phase completion certificate is available: 50%</p> <p>In case project in progress and the Work Order is less than 12 months old and work order + phase completion certificate is available: 25%</p>	<p>The maximum marks for each project is 2 marks.</p> <p>These marks would be multiplied by the weightage as defined in the previous column to arrive at a cumulative score.</p>			Certificate (for ongoing projects) from the client
	SOLUTION PROPOSED, APPROACH & METHODOLOGY			20	
5	<p>IMO LRIT Requirements, Protected System Requirements, Compliance Requirements</p> <p>i. Functional Scope</p>		5		A Note

S.No.	Criteria	Basis for valuation	Sub Criteria Max Marks	Max Marks	Supporting
	ii. Technical Scope iii. GUI Requirements				
6	❖ DC & DRC: i. Data Centre & DRC Architecture ii. Proposed Hardware iii. Cyber Security iv. Management Tools v. Failover		5		A Note
7	❖ LRIT Application Design , Development and Implementation: i. Project Plan ii. Solution Design iii. GUI iv. Development Methodology v. Testing / UAT vi. Compliance to IMO/ LRIT requirements vii. Documentation (viz. HLD, LLD, SRS, User Manuals, Test Plans, Acceptance Criteria)		5		A Note
8	❖ O & M Phase: i. Governance Model ii. Application & Maintenance Support Methodology		5		A Note

S.No.	Criteria	Basis for valuation	Sub Criteria Max Marks	Max Marks	Supporting
	iii. SLA's / Monitoring, Performance & optimization methodology iv. Audit Finding Closures (Safe to host Audit, IMSO audit and ISO 27000 Audit, CII Audit) v. Change requests management vi. Capacity Building and Training vii. DC / DR / BCP audits (IMO / IMSO & ISO 27000 requirements)				
	RESOURCE REQUIREMENTS			25	
9	Project Manager	<u>Project Manager:</u> Must have 10 plus years of work experience with PMP / Prince II certification <u>Education:</u> <ul style="list-style-type: none"> • Certifications- PMP/Prince II– 1 mark • BE / B.Tech with MBA – 2 marks • BE / B Tech/M.C.A – 1 mark 	5		CV

S.No.	Criteria	Basis for valuation	Sub Criteria Max Marks	Max Marks	Supporting
		<u>Detailed Experience:</u> Managed projects with the scope of Critical Information infrastructure Application Development, Training, Support & Maintenance <ul style="list-style-type: none"> Two Projects – 1 mark More than Two Projects – 2 marks 			
10	Solution Architect	<u>Software Developer:</u> Must have 5 years of work experience <u>Education:</u> <ul style="list-style-type: none"> Relevant Certifications— 1 mark BE / B.Tech / MTech – 2 marks BE / B Tech/M.C.A – 1 mark <u>Detailed Experience:</u> Development experience with the scope of Critical Information infrastructure Application Development, Training, Support & Maintenance <ul style="list-style-type: none"> Two Projects – 1 mark 	5		CV

S.No.	Criteria	Basis for valuation	Sub Criteria Max Marks	Max Marks	Supporting
		<ul style="list-style-type: none"> More than Two Projects – 2 marks 			
11	Test Engineer	<u>Test Engineer:</u> Must have 5 years of work experience <u>Education:</u> <ul style="list-style-type: none"> Relevant Certifications -- 1 mark ME / M Tech – 2 marks BE / B Tech.M.C.A – 1 mark <u>Detailed Experience:</u> Experience in Setting up of test environments, designing test plans, developing test cases/scenarios/usage cases <ul style="list-style-type: none"> Two Projects – 1 mark More than Two Projects – 2 marks 	5		CV
12	System Administrator	<u>System Administrator:</u> Must have 5 years of work experience <u>Education:</u>	5		CV

S.No.	Criteria	Basis for valuation	Sub Criteria Max Marks	Max Marks	Supporting
		<ul style="list-style-type: none"> Relevant Certifications— 1 mark ME / M Tech – 2 marks BE / B Tech/M.C.A – 1 mark <u>Detailed Experience:</u> DC – DR design/commissioning experience <ul style="list-style-type: none"> Two Projects – 1 mark More than Two Projects – 2 marks 			
13	Database Administrator	<u>System Administrator:</u> Must have 5 years of work experience <u>Education:</u> <ul style="list-style-type: none"> Relevant Certifications— 1 mark ME / M Tech – 2 marks BE / B Tech/M.C.A – 1 mark <u>Detailed Experience:</u> DC – DR design/commissioning experience	5		CV

S.No.	Criteria	Basis for valuation	Sub Criteria Max Marks	Max Marks	Supporting
		<ul style="list-style-type: none"> Two Projects – 1 mark More than Two Projects – 2 marks 			
	TECHNICAL SOLUTION			20	
14	Technical Presentation <ul style="list-style-type: none"> Approach and Methodology for implementation phase Approach and Methodology for Operations and Maintenance phase Solution Design meeting all the proposed functionalities Detailed Project Plan covering scope of work, activities & deliverables as per timelines Presenting Key resources which will be leading the implementation Project Governance Methodology Assumptions, Risks and Mitigation Plan 				Presentation to TEC

6.6. Commercial Bid Evaluation

- i. The Financial Bids of technically qualified bidders (i.e. above 70% marks) will be opened on the prescribed date mentioned in datasheet in the presence of bidder representatives.
- ii. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- iii. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- iv. Any conditional bid would be rejected.
- v. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.
- vi. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- vii. Bidder should provide all prices as per the prescribed format provided in Annexure.
- viii. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (Zero) in all such fields.
- ix. All the prices (even for taxes) are to be entered in Indian Rupees ONLY (%age values are not allowed)
- x. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable. DGS shall take into account all Taxes, Duties & Levies for the purpose of Evaluation
- xi. DGS reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- xii. The Bidder needs to account for all Out of Pocket expenses related to Boarding, Lodging and other related items in the commercial bids. Any additional charges have to be borne by the bidder. For the purpose of evaluation of Commercial Bids the DGS shall make appropriate assumptions as mentioned below to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- xiii. Change Requests to LRIT Application or any other related changes

7. Appointment of System Integrator

7.1. Award Criteria

- i. The technical and financial scores secured by each Bidder will be added using weightage of <70%> and <30%> respectively to compute a Composite Bid Score.
- ii. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-
$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where

B_n = overall score of Bidder

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

F_n = Normalized financial score of the Bidder
- iii. In the event the bid composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

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

DGS reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DGS action.

7.3. Notification of Award

- i. Prior to the expiration of the validity period, DGS will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, DGS may like to request the bidders to extend the validity period of the bid.
- ii. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee DGS will notify each unsuccessful bidder and return their EMD.

7.4. Contract Finalization and Award

- i. DGS reserves the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
- ii. DGS may at any time, by a written order given to the Bidder, make changes within the quantities, specifications, services or scope of the Contract as specified. The change in the quantity shall be upto +/- 10% of the quantity mentioned in the RFP.
- iii. The written advice to any change shall be issued by DGS to the bidder up to 4 (four) weeks prior to the due date of commencement of services.
- iv. In case of increase in Quantities/ Licenses / Specifications or Service requirements or in case of additional requirement, the bidder agrees to carry out / provision for such additional requirement at the rate and terms and conditions as provided in the Contract. In case of decrease in Quantities or Specifications of goods/equipment or Service requirements, the bidder shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.

7.5. Performance Bank Guarantee

DGS will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total bid value and should be valid till 6 months (180 days) post the Contract Period.. In case the Contract Term is extended, the Performance Bank Guarantee should also be extended within 15 days of approval of contract extension and should be valid till 6 months post the Contract Extension Term. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, DGS at its discretion may cancel the order placed on the selected bidder without giving any notice. DGS shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or DGS incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

7.6. Signing of Contract

After the DGS notifies the successful bidder that its proposal has been accepted, DGS shall enter into a contract, incorporating all clauses and the proposal of the bidder between DGS and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

7.7. Failure to Agree with the Terms and Conditions of the RFP

- i. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DGS may award the contract to the next best evaluated bidder or call for new proposals from the interested bidders.
- ii. In such a case, the DGS shall invoke the PBG of the successful bidder.

8. Rejection Criteria

Besides other conditions and terms highlighted in the RFP document, bids may be rejected under following circumstances:

8.1. General Rejection Criteria

- i. Bids not qualifying under Pre-qualification criteria.
- ii. Bids submitted without or improper EMD or tender fees
- iii. Bids received through Telex /Telegraphic / Fax / E-Mail except wherever required
- iv. Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- v. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- vi. Any effort on the part of a Bidder to influence the DGS' s bid evaluation, bid comparison or contract award decisions
- vii. Bids received by the DGS after the last date for receipt of bids prescribed by the DGS
- viii. Bids without signature of person (s) duly authorized on required pages of the bid
- ix. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

- x. If it is found that multiple bidders have submitted separate tenders/ quotations under different names of firms/ establishments but with common address for such establishments/ firms, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.
- xi. If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/ establishments shall be liable at the discretion of the DGS for further penal action including blacklisting.
- xii. The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work, General Terms & Conditions and Service Level Agreements of this tender.
- xiii. Bidders not complying with the General Terms and conditions as stated in the Tender Documents.
- xiv. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.

8.2. Technical Rejection Criteria

- i. Technical Bid containing commercial details.
- ii. Revelation of Prices in any form or by any reason before opening the Commercial Bid
- iii. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- iv. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- v. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
- vi. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- vii. If the bid does not conform to the timelines indicated in the bid.
- viii. Bidder not complying with the eligibility criteria.

8.3. Commercial Rejection Criteria

- i. Incomplete Price Bid
- ii. Price Bids that do not conform to the Tender's price bid format.
- iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable. If there is an arithmetic discrepancy in the commercial bid calculations the bidder shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.
- iv. Financial Bids that are less than 50% of the average bid price will be disqualified. The average bid price is computed by adding all Financial Bid values of ALL the technically qualified bidders and dividing the same by the number of technically qualified bidders.
- v. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidders.
- vi. Revelation of Prices in any form or by any reason before opening the Commercial Bid

9. Project and Payment Schedule

9.1. Project Timelines

Implementation Plan	Quarter 1			Quarter 2		
	M	M	M	M	M	M
	1	2	3	4	5	6
Phase 1: NDC Set Up						
1.Hardware and Network Design						
2.Hardware and Software Infrastructure Procurement						
3.Hardware and Software Infrastructure Deployment						
Phase II: ASP &LRIT Software Development						
1.Requirements Analysis and Specifications						
2.Design Analysis and Specifications						
3.Implementation						
4.UAT and Rollout of LRIT						
Phase III: DR and BCP Solution Development and Deployment						
1.Disaster Recovery and Business Continuity Solution Design and Planning						
2.Disaster Recovery Site(s) Identification and Engagement						
3.DR Solution Infrastructure Deployment						

Operations and Maintenance Plan: would start after System Go-Live for a period of 5 years.

Note:

1. DGS will constitute a steering committee to review the progress of the project
2. DGS - Steering Committee will review the progress of the project on fortnightly (15 days) basis and record the issue, concerns, delays and also reasons for delay
3. DGS - Steering Committee may consider to accept / approve delays for reasons not attributable to vendor.
4. DGS - Steering Committee may consider to extend the project for a maximum period of 3 months beyond the project implementation timelines (6 months)
5. DGS - Steering Committee may consider to waive the corresponding implementation phase SLAs for a maximum period of 3 months, beyond the project implementation timelines (6 months), and also recommend payments based on the bidders deliverables / milestones achievement.

9.2. Deliverables Schedule

Phases	Deliverables / Milestone	Timelines
	Kick of Presentation and / or Duly Signed Agreement – Team Mobilization	T
1. Hardware & Network Design	<ol style="list-style-type: none"> 1. Specifications & Design of DC & DRC 2. Installation & Commissioning of DC & DRC Detailed plan 3. Specification of Network Design & Network Equipment 4. Infrastructure Maintenance plan 5. Submission of Bill of Material (BOM) of following: <ol style="list-style-type: none"> a. Hardware required for DC & DRC b. Network Equipment required for DC & DRC c. Development & testing environment for LRIT application development 	T + 30 days
2. Hardware& Software Infrastructure Procurement	<ol style="list-style-type: none"> 1. Challan of hardware , network equipment, system software of DC, received from OEM 2. Challan of hardware , network equipment , system software of Development and Testing environment at Data center location 	T + 60 days

Phases	Deliverables / Milestone	Timelines
3. Hardware & Software Infrastructure Deployment	1. Data Centre - Infrastructure Deployment Report should consist of following : <ul style="list-style-type: none"> a. Hardware and network installation completion report for DC from OEM / SI b. Technical Test Results (performance, security, scalability, Non-Function requirements) of DC c. Technical Manuals (Operational procedures, Administrative Manuals, Hardware, Network, Software Manuals etc.) d. Asset Register 	T + 90 days
4. Requirement Analysis & Specifications	1. Software Requirement Specification <ul style="list-style-type: none"> a. Detailed requirement capture and analysis b. Software requirement c. Functional Requirement d. IMO technical Requirements e. Compliance Requirements (CII requirements) f. GUI requirements g. Application security requirements h. Mapping of FRS & SRS etc. 2. Deployment plan including testing , UAT	T + 60 days

Phases	Deliverables / Milestone	Timelines
	& Acceptance plan 3. Capacity Building & Training Plan should consist of following: a. Detailed Training Plan b. Communication Plan c. Training Materials	
5. Design Analysis & Specifications	1. System Design & Configuration Report should consist of following: a. High Level Design Document (HDD) including software architectural design, logical & physical database design etc. b. Low Level Design Document (LDD) including Programming logic, workflows etc. c. System configuration and module wise configuration needs as per design envisaged	T + 60 days
6. Implementation	1. Development of LRIT application (Secure Coding Practices) 2. Test Plans & Test Cases (including Unit Test Plan, System / Integration Test Plan, Security Test Plan, Load Test Plan etc.) 3. Testing & Results	T + 120 days

Phases	Deliverables / Milestone	Timelines
7. UAT & Rollout of LRIT	<ol style="list-style-type: none"> 1. Software Development Report should consist of following : <ol style="list-style-type: none"> a. Complete Source Code with documentation b. User Test & Acceptance Plan c. Software Testing Documentation d. System Integration Tests (ST) including Performance Tests (PT) e. UAT Acceptance Testing Results f. UAT Completion Report 2. Learning Materials (User Manual, Administrator Manual) 3. Training Completion Report 4. Safe to Host Audit Repot 5. Assist in IMSO audit and fixing the gaps & CII Audit 6. Go-Live certificate from DGS / Deployment in production 7. Deployment in production and Sign-off from DGS 	T + 180 days = T1 (Go-Live)
8. Disaster Recovery and Business Continuity Solution - Design and Planning	<ol style="list-style-type: none"> 1. Specifications & Design of DRC 2. Installation & Commissioning of DRC - Detailed plan 3. Specification of Network Design & 	T + 120 days

Phases	Deliverables / Milestone	Timelines
	<p>Network Equipment</p> <p>4. Infrastructure Maintenance plan</p> <p>5. BCP Plan</p> <p>6. Submission of Bill of Material (BOM) of following:</p> <p>a. Hardware required for DRC</p> <p>b. Network Equipment required for DRC</p>	
9. DR Solution Infrastructure Deployment	<p>1. Challan of hardware , network equipment, system software of DRC received from OEM</p> <p>2. Disaster Recovery Centre Deployment Report should consist of following :</p> <p>a. Hardware and network installation completion report for DRC from OEM / SI</p> <p>b. Technical Test Results (performance, security, scalability, Non-Function requirements) for DRC</p> <p>c. Technical Manuals (Operational procedures, Administrative Manuals, Hardware, Network, Software Manuals etc.)</p>	T + 150 days
LRIT Application , DC & DRC Warranty after Go-Live (T1)		T1+ 5 Years

Phases	Deliverables / Milestone	Timelines
10. O & M Phase	<p>1. SLA Compliance Reports (Monthly) should cover the following:</p> <ul style="list-style-type: none"> a. Performance Monitoring reports for system b. SLA Compliance Reports c. Patches/ Upgrades of all components d. Incremental updates to solution e. Change Requests Managed f. Issue/ Problem/ Bugs/Defect Tracker g. IT facility management services review report h. Scanning & digitization completion & review i. On-Going Project Updates j. Audit/ Standards Compliance Reports 	T1 + 5 Year

Note: All the audit observations made by IMO/IMSO, and third party auditors (Critical Infrastructure Audits), during the Implementation phase and O&M phase will be fixed by the Bidder on a priority basis, at no cost to DGS

9.3. Payment Schedule

Deliverables / Milestones	Payment Timelines	Billable Fee (% of Implementation Costs (Form 20 A))
Phase I : NDC Setup <ol style="list-style-type: none"> Specifications & Design of DC & DRC Installation & Commissioning of DC & DRC Detailed plan Specification of Network Design & Network Equipment Infrastructure Maintenance plan Submission of Bill of Material (BOM) of following: <ol style="list-style-type: none"> Hardware required for DC & DRC Network Equipment required for DC & DRC <p>Development & testing environment for LRIT application development</p>	T + 30 days	5%
Phase I : NDC Setup <ol style="list-style-type: none"> Challan of hardware , network equipment, system software of DC received from OEM Challan of hardware , network equipment , system software Phase II: ASP & LRIT Software Development <ol style="list-style-type: none"> Software Requirement Specification 	T + 60 days	30%

Deliverables / Milestones	Payment Timelines	Billable Fee (% of Implementation Costs (Form 20 A))
<ul style="list-style-type: none"> i. Detailed requirement capture and analysis j. Software requirement k. Functional Requirement l. IMO technical Requirements m. Compliance Requirements (CII requirements) n. GUI requirements o. Application security requirements p. Mapping of FRS & SRS etc. <p>2. Deployment plan including testing , UAT & Acceptance plan</p> <p>3. Capacity Building & Training Plan should consist of following:</p> <ul style="list-style-type: none"> a. Detailed Training Plan b. Communication Plan c. Training Materials <p>4. System Design & Configuration Report should consist of following:</p> <ul style="list-style-type: none"> a. High Level Design Document (HDD) including software architectural design, 		

Deliverables / Milestones	Payment Timelines	Billable Fee (% of Implementation Costs (Form 20 A))
<p>logical & physical database design etc.</p> <p>b. Low Level Design Document (LDD) including Programming logic, workflows etc.</p> <p>c. System configuration and module wise configuration needs as per design envisaged</p>		
<p>Phase I : NDC Setup</p> <p>1. Data Centre - Infrastructure Deployment Report should consist of following :</p> <p>a. Hardware and network installation completion report for DC from OEM / SI</p> <p>b. Technical Test Results (performance, security, scalability, Non-Function requirements) of DC</p> <p>c. Technical Manuals (Operational procedures, Administrative Manuals, Hardware, Network, Software Manuals etc.)</p> <p>d. Asset Register</p>	T + 90 days	15%
<p>Phase II: ASP & LRIT Software Development</p> <p>1. Development of LRIT application (Secure Coding Practices)</p>	T + 120 days	15%

Deliverables / Milestones	Payment Timelines	Billable Fee (% of Implementation Costs (Form 20 A))
2. Test Plans & Test Cases (including Unit Test Plan, System / Integration Test Plan, Security Test Plan, Load Test Plan etc.) 3. Testing & Results Phase III: DR & BCP Solution Development and Deployment 1. Specifications & Design of DRC 2. Installation & Commissioning of DRC - Detailed plan 3. Specification of Network Design & Network Equipment 4. Infrastructure Maintenance plan 5. BCP Plan 6. Submission of Bill of Material (BOM) of following: a. Hardware required for DRC b. Network Equipment required for DRC		
Phase III: DR & BCP Solution Development and Deployment 1. Challan of hardware , network equipment, system software of DRC received from OEM 2. Disaster Recovery Centre Deployment Report	T + 150 days	10%

Deliverables / Milestones	Payment Timelines	Billable Fee (% of Implementation Costs (Form 20 A))
<p>should consist of following :</p> <ul style="list-style-type: none"> a. Hardware and network installation completion report for DRC from OEM / SI b. Technical Test Results (performance, security, scalability, Non-Function requirements) for DRC c. Technical Manuals (Operational procedures, Administrative Manuals, Hardware, Network, Software Manuals etc.) 		
<p>Phase II: ASP & LRIT Software Development</p> <p>1. Software Development Report should consist of following :</p> <ul style="list-style-type: none"> a. Complete Source Code with documentation b. User Test & Acceptance Plan c. Software Testing Documentation d. System Integration Tests (ST) including Performance Tests (PT) e. UAT Acceptance Testing Results f. UAT Completion Report <p>2. Learning Materials (User Manual,</p>	T + 180 days	20%

Deliverables / Milestones	Payment Timelines	Billable Fee (% of Implementation Costs (Form 20 A))
Administrator Manual) 3. Training Completion Report 4. Safe to Host Audit Repot 5. Assist in IMSO audit and fixing the gaps & CII Audit 6. Go-Live certificate from DGS / Deployment in production		
Completion of one year from the date of project commissioning sign off	T + 1 year	5%

Note:

Payments against Change Requests where the effort is beyond 500 man days, would be made (as per Annexure A – Format for change control notice) as approved by Change Control Board/ Steering committee of DGS

9.4. Terms of Payment

- i. In consideration of the obligations undertaken by the bidder under this RFP and subject to the provisions of this RFP, DGS shall pay the bidder for successful delivery of Services / Deliverables / Goods and System in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out in this clause.
- ii. DGS shall not be required to make any payments in respect of the Services, Deliverables, obligations and scope of work mentioned in the RFP and Agreement other than those covered in the table as per Payment Schedule. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of performance of obligations under the RFP and Agreement including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.

9.5. Invoicing and Settlement

- i. The bidder shall submit its invoices in accordance with the following principles:
 - a. Generally and unless otherwise agreed in writing between the Parties, the bidder shall raise an invoice as per scheduled payment milestones; and
 - b. Any invoice presented in accordance with this Clause shall be in a form agreed with DGS.
- ii. The bidder alone shall invoice all payments after receiving due approval/acceptance of Deliverables / Services / Goods from DGS or any nominated agency. Such invoices shall be correct and accurate and shall be raised in a timely manner.
- iii. Subject to accomplishment to obligations of bidder and delivery of Deliverables/ Services / Goods to the satisfaction of DGS, payment shall be made by DGS within 45 working days of the receipt of invoice along with supporting documents.
- iv. Notwithstanding anything contained in clause (III) above, DGS shall be entitled to delay or withhold payment of any invoice or part of it where DGS disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. A notice of such withholding shall be provided within 10 days of receipt of the applicable invoice.

- v. The bidder shall be solely responsible to make payment to its personnel, OEMs, third parties.

9.6. Taxes

- i. DGS shall be responsible for withholding taxes from the amounts due and payable to the bidder wherever applicable under extant law. The bidder shall pay for all taxes in connection with this Agreement, SLAs, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties
- ii. DGS shall provide the bidder with the original tax receipt of any withholding taxes paid by DGS or its nominated agencies on payments under this Agreement within reasonable time after payment. The bidder agrees to reimburse and hold DGS or its nominated agencies harmless from and against any claims, losses, expenses (including attorney fees, court fees) etc. arising out of deficiency (including penalties and interest) in payment of taxes that is the responsibility of the bidder.
- iii. If, after the date of this Agreement, there is any unforeseen change in the levies or rate of levy under the applicable laws of India with respect to indirect taxes and duties, which are directly payable by the bidder for providing the Deliverables/Services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable by the DGS under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of the proposal the bidder shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

9.7. Adherence to Deliverables

- i. The bidder has to deliver the deliverables mentioned in Deliverables Schedule to DGS as part of an assurance to fulfill the obligations under the SLA. The table given in Project Timeline & Deliverables Schedule may not be exhaustive and bidder is responsible to provide all those deliverables which may be specified in this RFP but

not listed here and those agreed by bidder in response to any request from DGS. The timelines for producing each of these deliverables will be in line and closely linked with the overall project timelines.

- ii. Any conflict with respect to project and/or deliverable timelines will have to be resolved by bidder in consultation with DGS and/or its designated agencies and approved by DGS. Thereafter the approved timelines will have to be adhered to by bidder, unless specified otherwise. It is to be noted that upon completion of Go-live, bidder is required to submit all the updated system design documents, specifications, source code, application deployment files, user manuals, administration manuals and all other applicable deliverables listed in Deliverables Schedule.

10. Annexures

10.1. Annexure: Technical Bid Formats

10.1.1. Form 1: Technical Bid – Covering Letter

<<On Bidder / Lead Bidder Letterhead>>

To:

Date:

Directorate General of Shipping

9th Floor, Beta Building,

i-Think Techno campus

Kanjurmarg (East), Mumbai - 400042

Subject: Selection of System Integrator for Development and Maintenance of Long Range Identification Tracking (LRIT) System

Dear Sir,

1. We hereby request to be qualified with the Directorate General of Shipping as a Tenderer for “**Selection of System Integrator for Development and Maintenance of Long Range Identification Tracking (LRIT) System**” against “DGS/LRIT/48NT(10)/LRI/2018”. I / We declare that all the services shall be performed strictly in accordance with the RFP documents and we agree to all the terms and conditions in the RFP.
2. I / We confirm that I / we am / are withdrawing all the deviations, counter clauses, proposed modifications in the Scope of work, Terms and Conditions, Functional Requirement Specifications and Technical Specifications which may have been mentioned in our proposal.
3. We authorize Directorate General of Shipping or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Directorate General of Shipping to

verify statements and information provided in this application or regarding our competence and standing.

4. The names and positions of persons who may be contacted for further information, if required, are as follows:

Name: _____

Designation: _____

Telephone: _____

E-mail id: _____

5. We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize Directorate General of Shipping to reject our application.
6. We confirm having submitted the information as required by you in Qualification Criteria. In case you require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
7. We undertake, if our proposal is accepted, to provide all the services related to **“Selection of System Integrator for Development and Maintenance of Long Range Identification Tracking (LRIT) System”** put forward in the bid document or such features as may subsequently be mutually agreed between us and DGS or its appointed representatives.
8. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 days from the tender closing date and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and DGS.

9. We hereby declare that in case the contract is awarded to us, we will submit Performance Bank Guarantee equivalent to 10 % of total contract value as quoted in the commercial bid in the form prescribed in the RFP.
10. I/We understand that Directorate General of Shipping reserves the right to reject any application without assigning any reason thereof.
11. I/We hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
12. All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
13. We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
14. We understand that the actual payment would be made as per the existing tax rates during the time of payment.
15. We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.
16. We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.
17. In case you require any other further information/documentary proof before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
18. We declare that our Bid Price is for the entire scope of the work as specified in the tender document. These prices are indicated in Commercial Bid submitted as part of the requirements of Tender.
19. Our commercial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

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

22. I/We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.

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

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

10.1.2. Form 2: Particulars of the Bidder (please fill separate sheet for consortium members)

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	In case of consortium, please indicate name of Lead Bidder	
C	Incorporation status of the firm (public limited / private limited,/ Society / Not for profit organization etc.)	
D	Year of Establishment	
E	Date of registration	
F	ROC / Society Registration Reference No.	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

10.1.3. Form 3: Financial Capability

<<To be completed by the Bidder / In case of consortium, by each partner as appropriate to demonstrate that they meet the requirements>>

<<On the letterhead of the Chartered Accountant >>

<<To be submitted along with Audited Financial Statements>>

To:

Date:

Directorate General of Shipping

9th Floor, Beta Building,

i-Think Techno campus

Kanjurmarg (East), Mumbai - 400042

We have examined the books of accounts and other relevant records of <<Bidder / consortium Partner Name along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover, Profit before Tax and Profit after tax for the three years i.e. from FY 2014-15 to FY 2016-17 was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
	2014-15	2015-2016	2016-17
Annual Turnover			
Profit before Tax			
Profit After Tax			

(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :

10.1.4. Form 4: Profile of Resource

1.	Name of the employee				
2.	Name of the employer	<<Name of the Bidder / Consortium Member >>			
3.	Proposed position				
4.	Date of Birth				
5.	Nationality				
6.	Total years of relevant experience				
7.	Certifications	Note: Please attach copies of relevant certificates			
8.	Education	Qualification	Name of School / College / University	Degree//Certifications Obtained	Date Attended
9.	Language	Language	Read	Write	Speak

10.	Employment Record	Employer	Position	From (MM / YYYY)	To (MM / YYYY)	Exp. in Months														
		(Starting with present position list in reverse order)																		
11.	Relevant Experience	<p>(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments).</p> <p>(Details shall be provided as per the number of project experience in the technical evaluation criteria specified. Bidders are expected to clearly state the total number of projects for the respective criterion as applicable.)</p> <p>Maximum 3 relevant Projects:</p> <table border="1"> <tr> <td>Name of Assignment/Project</td> <td></td> </tr> <tr> <td>Year</td> <td></td> </tr> <tr> <td>Location</td> <td></td> </tr> <tr> <td>Client</td> <td></td> </tr> <tr> <td>Main project features/functionality</td> <td></td> </tr> <tr> <td>Positions held</td> <td></td> </tr> <tr> <td>Activities performed</td> <td></td> </tr> </table>					Name of Assignment/Project		Year		Location		Client		Main project features/functionality		Positions held		Activities performed	
Name of Assignment/Project																				
Year																				
Location																				
Client																				
Main project features/functionality																				
Positions held																				
Activities performed																				
12.	Certification	I, the undersigned, certify that to the best of my knowledge and belief,																		

		<p>this bio-data correctly describes myself, my qualifications, and my experience.</p> <p>Date:</p> <p>Place</p> <p>Signatory</p> <p>Signature of the employee / Authorized</p>
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10.1.5. Form 5: Certificate from HR demonstrating its organisation strength

<<On the letterhead of the Bidding Organization>>

**<<In case of consortium, separate certificates to be submitted from respective HR
authorized representatives>>**

To:

Date:

**Directorate General of Shipping
9th Floor, Beta Building,
i-Think Techno campus
Kanjurmarg (East), Mumbai - 400042**

This is to certify that the number of full time employees having experience in implementing all the major modules/solution components of the proposed solution in <<Organization Name>> is greater than <<Number>> as on 31.12.2017

For <Organization Name>

HR Signature (with Organization Stamp)

HR Name

10.1.6. Form 6: Technical Solution

The Bidder is required to describe the proposed Technical Solution in this section. The DGS reserves the rights to add, delete, or modify these parameters at any time during the Tender process, without assigning any reasons whatsoever and without being required to intimate the Bidders of any such change. The Technical Solution would be evaluated on the following broad parameters.

- i. Clear articulation and description of the design and technical solution and various components
- ii. Extent of compliance to functional and technical requirements specified in the scope of work and in accordance with leading practices.
- iii. Technical Design and clear articulation of benefits to DGS of various components of the solution vis-à-vis other options available.

The Bidder should provide **detailed design** for the following listing all assumptions that have been considered:

- a. Proposed Solution, in detail (including various tools to be used)
- b. Proposed Technical architecture
- c. Hardware requirements, bandwidth requirements – These should state the memory, storage etc. Processing power required should be stated in generic terms such as QPH along with numbers of CPU.
- d. Capabilities of the proposed solution to address the functional requirements
- e. Database design considerations
- f. Application Security Architecture
- g. Data Centre and Disaster Recovery site details and approach
- h. Data Migration approach
- i. Testing approach
- j. Risk Management Plan

10.1.7. Form 7: Approach & Methodology

1. The Bidder should cover details of the methodology proposed to be adopted for planning and implementation of solutions and infrastructure relating to establishment of the DGS - LRIT solution.
2. The Bidder may give suggestions on improvement of the scope of work given and may mention the details of any add on services related to this project over and above what is laid down in the tender document. List of deliverables should also be identified and explained.
3. The Bidder shall describe the knowledgebase, best practices and tools that will be used by the project team for the execution of scope of work activities.
4. The Bidder should cover details of the methodology proposed to be adopted for operations and maintenance of equipment and facilities related the DGS - LRIT solution.
5. The bidder shall cover the details for best practices from imparting similar kind of training for users in an organization similar to the DGS based on bidder's prior implementation experience in the same
6. Detailed Methodology and approach provided for training related to LRIT
7. Best practices from undertaking Change Management for users in an organization similar to DGS based on bidder's prior implementation experience in the same.
8. Project Methodology should contain but not limited to following
 - a. Overall implementation methodology (Objective of phases, deliverables at each phase, etc.)
 - b. Methodology for performing business design
 - c. Methodology for quality control and testing of configured system
 - d. Methodology of internal acceptance and review mechanism for deliverables by the bidder.

- e. Proposed Acceptance criteria for deliverables
- f. Methodology and approach along with proposed tools and processes which will be followed by the bidder during project implementation
- g. Change Management and Training Plan
- h. Risk and Mitigation plan and
- i. Quality management plan

10.1.8. Form 8: Project Plan

S. No	Item of Activity	Month-Wise Program					
		M1	M2	M3	M4	M5
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2	Activity 2						
	..						
3	Activity 3						
3.1	Sub-Activity 1						
3.2	Sub- Activity 2						

- i. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Bidder approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- ii. Duration of activities shall be indicated in the form of a bar chart.

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their proposal.

10.1.9. Form 9: Format of Deployment of Personnel

- i. The Bidder should provide a detailed resource deployment plan in place to ensure that technically qualified staff is available to deliver the project.
- ii. The Bidder should provide the summary table of details of the manpower that will be deployed on this project along with detailed CVs of key personnel

No.	Name of Staff	Education Qualification/Certifications and Designation	Area of Expertise	Deployment Period (In Months)						Total Man-Months Proposed	Full Time/ Part Time
				M 1	M 2	M 3	M 4	M 5	n		
1											
2											
3											

10.1.10. Form 10: Details of Experience of Bidder in Vairous Projects

As per the format below, the bidder should provide information for each project on similar assignments required for pre-qualification and technical evaluation criteria.

Sr. No.	Credential for < Prequalification Criteria No. / Technical Criteria No>	
	Name of the Organization - <<Name of the Bidder / Consortium Member that have executed / executing the project>>	
	Parameter	Details
General Information		
1.	Customer Name	
2.	Name of the contact person and contact details for the client of the assignment	
3.	Whether client visit can be organized	(YES / NO)
Project Details		
4.	Project Title	
5.	Start Date and End Date	
6.	Date of Go-Live	
7.	Total Cost of the project	
8.	Current Status (Live / completed / on-going / terminated / suspended)	
9.	No of staff provided by your company	
10.	Please indicate the current or the	

Sr. No.	Credential for < Prequalification Criteria No. / Technical Criteria No>		
	Name of the Organization - <<Name of the Bidder / Consortium Member that have executed / executing the project>>		
	Parameter	Details	
	latest AMC period with the client (From Month –Year to Month-Year)		
11.	Please indicate whether the client is currently using the implemented solution		
Size of the project			
12.	Number of total users and concurrent users of the solution at the client location(s):	Total users	
		Concurrent users	
13.	Training responsibilities of Bidder		
14.	Any other information to be shared with DGS		
Narrative Description of the Project:			
Detailed Description of actual services provided by Bidder:			
Documentary Proof:			

10.1.11. Form 11: Format for Manufacturer's Authorization Form

<<To be obtained from all OEMs on OEM letterhead>>

To:

Directorate General of Shipping

9th Floor, Beta Building,

i-Think Techno campus

Kanjurmarg (East) , Mumbai - 400042

WHEREAS _____ who are official
manufacturers of _____ having factories at
_____ do hereby
authorize _____ to submit a Bid in
relation to the Invitation for Bids indicated above, the purpose of which is to provide the
following Goods, manufactured by us _____ and to
subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty for the complete project duration, with
respect to the Goods offered by the above firm in reply to this Invitation for Bids. We also
confirm that the Goods/Services supplied as a part of the RFP shall not be End of Sale / Life /
Support for the entire contract period. Also the Goods / Services supplied as a part of RFP
shall be supported for the entire contract period. The products offered by us are of equivalent
or higher specifications as mentioned in the RFP.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory)

Name :

Designation :

Date :

Company Seal :

Business Address :

10.1.12. Form 12: Details of ineligibility for corrupt or fraudulent practices / blacklisted with any of the Government or Public sector units

<<On the letterhead of the Bidding Organization>>

<<In case of consortium, separate certificates to be submitted from respective authorized representatives>>

To:

Date:

Directorate General of Shipping

9th Floor, Beta Building,

i-Think Techno campus

Kanjurmarg (East), Mumbai - 400042

Subject: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units in India

Dear Sir,

We, the undersigned, hereby declare that

- We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

10.1.13. Form 13: Format for Consortium Agreement

<<Company Letterhead>>

To:

Date:

**Directorate General of Shipping
9th Floor, Beta Building,
i-Think Techno campus
Kanjurmarg (East) , Mumbai - 400042**

Sir,

Sub: Declaration on Consortium

I / We as Lead Partner of the Consortium, hereby declare the Roles and Responsibilities of the Consortium members:

Sr. No.	Member	Role	Responsibilities

I / We understand that as Lead Partner, I / we are be responsible for executing at least one component of the scope of work from the following components:

1. Supply of Hardware, System Software , Infrastructure at DC & DR
2. DC & DR Setup Management and Operations
3. LRIT Application Development and Maintenance
4. Change Management /Training
5. Exit Management

I / We understand that if this information / declaration are found to be false or incorrect, Directorate General of Shipping reserves the right to reject the Bid or terminate the Contract with us immediately without any compensation to us.

Yours faithfully,

Authorized Signatory of the Lead Partner

Designation

Date

Time

Seal

Business Address

10.2. Annexure: Pre-Qualification Bid Forms

10.2.1. Form 14: Bank Guarantee for Earnest Money Deposit

WHEREAS _____ (Name of Tenderer) (hereinafter called 'the tenderer') has submitted its tender dated _____ (date) for the execution of _____ (Name of work) (hereinafter called 'the tender')

KNOW ALL MEN by these presents that we _____ (Name of Bank) having our registered office at _____ (hereinafter called 'the Bank') are bound unto the Directorate General of Shipping, Mumbai appointed by Government of India under Merchant Shipping Act 1958 (hereinafter called 'the Employer') in the sum of Rs. _____/- (Rs. _____) for which payment well and truly to be made to the said Employer the Bank binds itself, its successors and assigns by these presents.

The CONDITIONS of this obligation are

- a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- b) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender Validity;
 - i. fails or refuses to execute the Agreement, if required; or
 - ii. fails or refuses to furnish the Performance Security, in accordance with the General Conditions of Contract.

We undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date upto _____ (The BG validity period shall be same as the period of Bid validity (section 6.2)), and any demand in respect thereof should reach our _____ branch situated in Mumbai limits for encashment not later than the date of expiry of this guarantee.

Dated _____ day of _____ 2016

Name of the Bank

Signature & Name & Designation

Seal of the Bank

10.2.2. Form 15: Certificate of Conformity / No Deviation

<<To be submitted on the Company Letter head of the Lead Bidder>>

To:

Date:

**Directorate General of Shipping
9th Floor, Beta Building,
i-Think Techno campus
Kanjurmarg (East), Mumbai - 400042**

This is to certify that, the specifications of Software/ hardware which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the RFP and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

10.2.3. Form 16: Format – Declaration for No Conflict of Interest

<<To be submitted on the Company Letter head of the Lead Bidder>>

To:

Date:

**Directorate General of Shipping
9th Floor, Beta Building,
i-Think Techno campus
Kanjurmarg (East) , Mumbai - 400042**

Sir,

Sub: Undertaking on No Conflict of Interest

I / We as System Integrator (SI) do hereby undertake that there is absence of, actual or potential conflict of interest on our part, on part of our Consortium partner (in case of a Consortium) due to prior, current, or proposed contracts engagements, or affiliations with Directorate General of Shipping, Government of India.

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

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

Yours faithfully,

Authorized Signatory

Designation

Date

Time

Seal

Business Address

10.2.4. Form 17: Compliance Sheet for Pre- Qualification Proposal

Sr. No	Qualification Criteria	Documents / Information to be provided in the submitted proposal	Compliance (Yes / No)	Reference & Page Number
1.	PQ 1			
2.	PQ 2			
3.	PQ3			
4.	PQ4			
5.	PQ5			
6.	PQ6			
7.	PQ7			
8.	PQ8			
9.	PQ9			
10.	PQ10			
11.	PQ11			
12.	PQ12			
13.	PQ13			

10.2.5. Form 18: Unpriced Bill of Material (BOM)

The Bidder should provide the proposed Bill of Material (BoM) here. The details of the make/brand and model against each line item, wherever applicable, should be mentioned. The bid can be considered non-responsive in the absence of such details. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance; it can only be upgraded at the time of actual deployment/installation. The Bidder may add any additional line item in the proposed BoM table below, that may be required to fulfil the tender and project requirements in totality.

Sr . No	BOM Item	Unit of measurement	Quantity Proposed	Make / Brand	Model Detail s	Full Compliance with RFP Requirements (Yes / No)

10.3. Annexure: Commercial Bid Formats

10.3.1. Form 19: Commercial Proposal

<<On Bidder / Lead Bidder Letterhead>>

To:

Date:

Directorate General of Shipping

9th Floor, Beta Building,

i-Think Techno campus

Kanjurmarg (East) , Mumbai - 400042

Subject: Submission of the Commercial bid for <Development and Maintenance of LRIT system>

Dear Sir/Madam,

I/We, the undersigned, offer to provide the Implementation services for <Development and maintenance of LRIT system> in accordance with your Request for Proposal dated <23/03/2018> and our Proposal (Technical and Commercial Proposals). This amount is inclusive of the all applicable taxes.

1. PRICE AND VALIDITY

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

2. UNIT RATES

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

3. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your instruction to bidders included in tender documents

4. QUALIFYING DATA

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

5. BID PRICE

We declare that our Bid price is for the entire scope of the work as specified in the <Refer section no.>. These prices are indicated commercial bid attached with our tender as part of tender

6. PERFORMANCE BANK GURANTEEE

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

10.3.2. Form 20: Consolidated Costs

S. No	Particulars	Basic price (₹) [A]	GST (%)	GST (₹) [B]	Any other Tax (₹) [C]	Total (A+B+C)
1	Total Implementation Cost (Format 20A)					
2	Total Operation & Maintenance Cost (Format 20B)					
3	Total Training Cost (Format 20C)					
Total Cost(In Figure)						
Total Cost (Words)						

10.3.3. Form 20 A: Implementation Costs

S No.	Item	Qty. [X]	Unit Rate (₹) [Y]	GST (%)	Total GST (₹) [I]	Any other Tax (₹) [J]	Total = ((X*Y) + (I+J))
A	LRIT Application Development Components						
1.							
2.							
3.							
4.							
Sub-Total (A) In figures							
Sub-Total (A) in words							
B	Data Centre (Servers, Storage & Network) components						
1.							
2.							
3.							
4.							

S No.	Item	Qty. [X]	Unit Rate (₹) [Y]	GST (%)	Total GST (₹) [I]	Any other Tax (₹) [J]	Total = ((X*Y) + (I+J))
Sub-Total (B) In figures							
Sub-Total (B) in words							
C	System Software – Open Source (DC production) components						
1.							
2.							
3.							
4.							
Sub-Total (C) In figures							
Sub-Total (C) in words							
D	Development and Testing Environment Components						
1.							
2.							
3.							

S No.	Item	Qty. [X]	Unit Rate (₹) [Y]	GST (%)	Total GST (₹) [I]	Any other Tax (₹) [J]	Total = ((X*Y) + (I+J))
4.							
Sub-Total (D) In figures							
Sub-Total (D) in words							
E	Disaster Recovery Centre (Servers, Storage & Networks) Components						
1.							
2.							
3.							
4.							
Sub-Total (E) In figures							
Sub-Total (E) in words							
F	System Software – Open Source (DRC) components						
5.							
6.							

S No.	Item	Qty. [X]	Unit Rate (₹) [Y]	GST (%)	Total GST (₹) [I]	Any other Tax (₹) [J]	Total = ((X*Y) + (I+J))
7.							
8.							
Sub-Total (F) In figures							
Sub-Total (F) in words							
Grand Total (A+B+C+D+E+F) In figures							
Grand Total (A+B+C+D+E+F) In words							

10.3.4. Form 20 B: Operation & Maintenance Cost

S.No.	Resource Role	No. of Personnel (a)	Unit Cost Per month (b)	Year 1			Year 2	...	Year 5		
				Amount (c = 12 X a X b)	GST (t)	Total (Total=c+t)			Amount (c = 12 X a X b)	GST (t)	Total (Total=c+t)
A. Data Centre & Disaster Recovery Centre Resources (Operations & Maintenance phase)											
1.											
2.											
Sub-Total (A) In figures											
Sub-Total (A) in words											
B. LRIT Application - Resources (Operations & Maintenance phase)											
1.											
2.											
Sub-Total (B) In figures											
Sub-Total (B) in words											

S.No.	License Costs	Year 1			Year 2	Year 5		
		Amount (c)	GST (t)	Total (c+t)			Amount (c)	GST (t)	Total (c+t)
	C. License Costs								
Sub-Total (C) In figures									
Sub-Total (C) in words									
Grand Total (A+B+C) In figures									
Grand Total (A+B+C) In words									

Note:

1. SI to raise invoice, on a Quarterly basis, during Operations & Maintenance phase.
2. Twenty (20) Quarterly payments shall be made by DGS, for the duration of five (5) years.

10.3.5. Form 20 C: Training Cost

S.No.	No. of Sessions	Year 0 (Implementation Phase)		
		Amount	GST	Total
		(c)	(t)	(Total=c+t)
A. Training Cost (Implementation Phase)				
1.				
2.				
Sub-Total (A) In figures				
Sub-Total (A) in words				

Note:

1. SI has to conduct one time training, on LRIT application, to fifty (50) users, to be identified by D.G.Shipping as part of Implementation phase.
2. DGS shall provide space for training and infrastructure at Mumbai.
3. Payment will be made upon successful completion of training.

10.3.6. Form 20 D: Manpower Cost for Change Requests

As part of O&M Bidder has to factor for 500 man days of effort for change requests , however if the change request effort exceeds 500 man days in a year, bidder has to provide the effort and cost as per the template provided in CCN – Annexure A Format for change control notice for approval of change control board / steering committee of DGS

Bidder is requested to provide the cost of the Manpower in the table below for five years

S.No.	Resource	Cost per month (a)	Year 1			Year 2	...	Year 5		
			Amount (b=12 *a)	GST (t)	Total (c = b+t)			Amount (b=12 *a)	GST (t)	Total (c = b+t)
A. Manpower cost for change requests										
1	Developer 1									
2	Developer 2									
Sub-Total (A) In figures										
Sub-Total (A) in words										

Note:

1. One man month is equal to 22 person days
2. Invoice for change requests (beyond 500 man days of effort quoted as a part of RFP) can be raised by SI along with DGS approval, stating that the Change request has successfully run in the production environment for 30 days, without any issues.

3. If any issues are reported for the change requests deployed in production environment, within 30 days, SI is responsible to fix the issues without any additional cost to DGS .

Request for Proposal
For
Selection of System Integrator for Development and
Maintenance of
Long Range Identification and Tracking System (LRIT)
Volume 2 of 3



Directorate General of Shipping
Ministry of Shipping



27th June, 2018

Disclaimer:

1. This Request for Proposal (“RFP”) is issued by the Directorate General of Shipping (DGS).
2. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither DGS, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
3. The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of DGS. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither DGS nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project, the regulatory regime which applies thereto and by and all matters pertinent to the Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the Project .
4. This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the Project . Such statements estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of DGS, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

Contents

1. LRIT Overview	4
2. Scope of Work	5
2.1. LRIT Workflow & Architecture	5
2.2. Functional Requirements of LRIT System	8
2.3. Technical Requirements of LRIT System.....	12
2.4. Compliance Requirements of LRIT System	13
2.5. System Sizing and Deployment Requirements	14
2.5.1. Sizing Hardware and Application Requirements	14
2.5.2. Deployment in Data Centre and DR Centre.....	15
2.6. Training Requirements.....	17
2.6.1. Change Management.....	17
2.6.2. Communication and Awareness Plan.....	17
2.7. Acceptance & Certification Requirements.....	18
2.8. Operations and Maintenance Phase Requirements	22
2.8.1. Overview of Post Implementation Support.....	23
2.8.1.1. System Administration and Trouble Shooting	23
2.8.1.2. Database Administration and Trouble Shooting	23
2.8.1.3. Back Up Management.....	23
2.8.1.4. Security Management	24
2.8.1.5. General Administration.....	24
2.8.1.6. Overall.....	24
2.8.1.7. Warranty	24
3. Annexures	26
3.1. Annexure 1: e-Governance Standards published by MeitY.....	26

1. LRIT Overview

The Long Range Identification and Tracking (LRIT) of ships was established as an international system on 19 May 2006 by the International Maritime Organization (IMO) as resolution MSC.202 (81). This resolution amends chapter V of the International Convention for the Safety of Life at Sea (SOLAS), regulation 19-1 and binds all governments which have contracted to the IMO.

Long Range Identification and Tracking (LRIT) was proposed by the United States Coast Guard (USCG) at the International Maritime Organization (IMO) in London during the aftermath of the September 11, 2001 attacks, to track the approximately 50,000 large ships around the world. The LRIT regulations as laid down by the IMO, came into force on January 1st 2008.

DGS collaborated with ISRO in early 2008 to develop LRIT solution. Space Applications Centre, a center of ISRO, took the responsibility for high level design, critical analysis & issue resolutions and ensuring thorough testing for LRIT standard compliance. Antrix, the commercial wing of ISRO coordinated to seek support from IT industries, CMC and Tata Communication for implementation.

As per the Gazette notification “No. 372” dated 9th February 2016, the Central Government declared Long Range Identification and Tracking (LRIT) system, facilities, Information, Assets, Logistics, Infrastructure and Dependencies installed at LRIT locations to be protected system for the purpose of Information Technology Act, 2000.

In this background, DGS has decided to redevelop the LRIT system to comply with the following requirements:

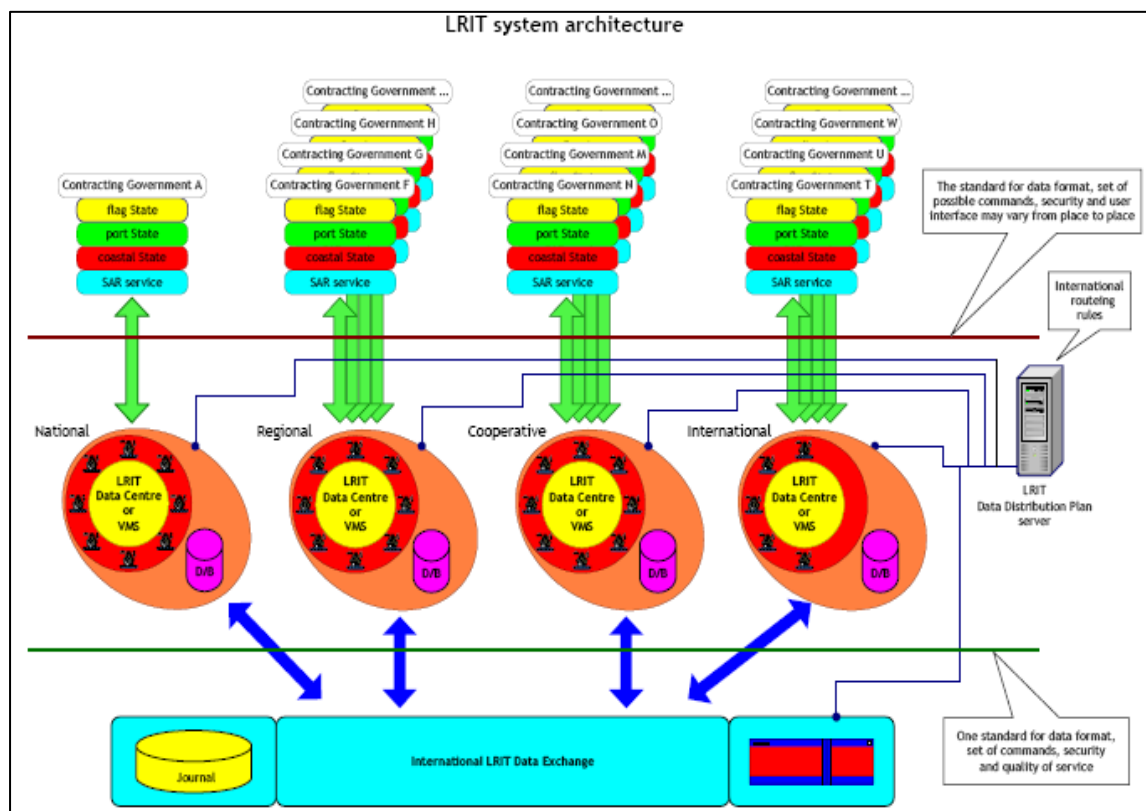
International Maritime Organization		
IMO Requirements	Functional and Technical Requirements Prescribed by IMO for design and development of LRIT System	System to comply with IMO regulations (IMSO audit)
IT Act / National Critical Information Infrastructure Protection Centre Guidelines		
IT Act / NCIIPC Requirements	System design and development, DC, DR to adhere to cyber security control requirements of Protected system / CII as mandated by NCIIPC	System to comply with Protected system / CII / Audit & Certification requirements as prescribed under (IT Act & NCIIPC Guidelines)

2. Scope of Work

2.1. LRIT Workflow & Architecture

LRIT System has to be developed based on the below mentioned architecture which has been defined in LRIT architecture specifications provided by IMO in MSC Resolution MSC 263(84) dated 16th May 2008 pertaining to performance standards & functional requirements for LRIT.

Figure 1: LRIT Architecture



(Source: IMO Technical Documentation)

LRIT architecture comprises of Ship borne equipment, INMARSAT-C Satellite, Communication Service Provider (CSP), Application Service Provider (ASP), National Data Centre (NDC), Disaster Recovery Site (DR Site), International Data Exchange (IDE) and Data Distribution Plan Server (DDP).

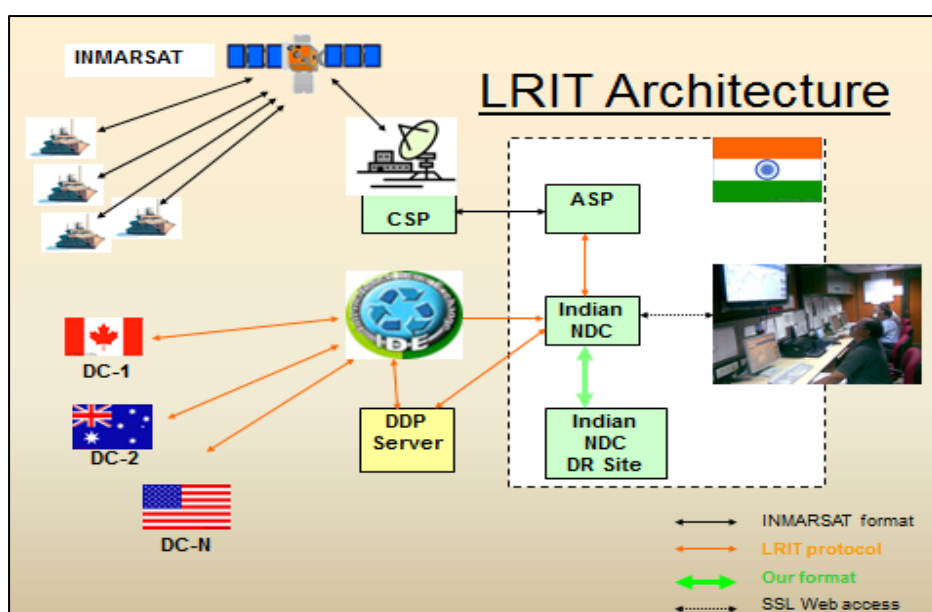
1. IDE and DDP are common for all and developed by US and IMO jointly. Ship owners have ship borne equipment's which were tested by DGS with the help of Tata Communication for LRIT compliance. CSP service was obtained from Tata Communication. ASP, NDC/RDC and DR Site are developed indigenously.

2. Each ship is registered with NDC during which ASP configures ship borne equipment for default periodic position information transmission at the rate of 6 Hrs.
3. LRIT is the only two way communication ship reporting system where after the initial programming of the ship borne equipment by the NDC, automatic position reporting and two way communications in way of polling, change in frequency of periodic position reports, specific requests can be achieved.
4. CSP receives the data transmitted by Ship through INMARSAT. It sends the same to ASP through email. ASP converts it into the LRIT compliant format and submits to NDC. NDC archives the data and process it against the standing order received from DDP. DDP maintain complete information about entitlements, boundaries, standing orders etc. for all countries. Updated DDP information's are received by NDC at every hour/day. During the process NDC will disseminate the position information to the entitled countries.
5. NDC also process the special requests received from different countries for each receipt of position information from ships. There are different types of special requests like tracking based on time interval, distance interval, SURPIC Request etc.
6. Countries can send request for tracking any ship at higher rate than default. A DC will send the request to another DC via the IDE and a cross check is done through the DDP if that DC of the country (Contracting Government) is entitled. ASP of that DC in turn configures the ship borne equipment for desired rate. DC will also intimate to ASP to revert back to default in case expiry of request.
7. NDC receives the data of foreign ships entering into Indian boundary as per standing order defined by India or special request from India. The received data is archived and displayed on rich GIS based GUI to the national stakeholders based on their entitlement. GUI also enables the stakeholders to submit special requests.
8. Search and Rescue is a very special type of request which is mandatory for all countries to support irrespective of entitlement. SAR request comprises of a circular or rectangular area within which a distressed ship is found. NDC will check whether any ship is currently in the area. If found, NDC will transmit as per the DC's SURPIC request from a minimum of one to a maximum of the last four positions of the ship to requesting country.

9. The above steps are explained in very simple way but have high complexity in terms of satellite communication, heterogeneous types of ship borne equipment's, multiple permutation and combination of requests as well as standing orders etc.
10. NDC, ASP and DR Site comprises of fault tolerant, secured and reliable infrastructure comprising of servers, network, security application and indigenously developed software.
11. The NDC in Mumbai and the DR site in New Delhi are always in real time synchronization.
12. The LRIT software presently is tracking 650 Indian vessels and when the standing orders are opened for the maximum limit of 1000Nm, the full density of the vessels tracked increases to approximately 2700 vessels. The current software is capable to handle 5000 vessels.
13. With the inclusion of providing services to Sri Lanka, another addition of approximately 2000 foreign flag vessels has to be considered if Sri Lankan Standing Order is simultaneously opened. If more countries are included simultaneous opening of standing orders increases the reporting area and thus the vessel position reports transiting that area.
14. The software to be redeveloped should cater to manage 10,000 simultaneous vessel position reports processing and corresponding MIS reports
15. Message Flow in LRIT:

The Message flow in LRIT is shown in below figure:

Figure 2: Message Flow in LRIT NDC



2.2. Functional Requirements of LRIT System

LRIT system is to collect different LRIT Messages and build different services with integration of DDP, IDE etc. along with the map, archival and pricing for efficient integrated services from/to the ships and different foreign NDC and their Data Users.

LRIT is proposed to be a long term program with continual development and service integrations as per IMO documentation, LRIT technical specification, and related documents which include:

A. Design and Setting up NDC/RDC and ASP Infrastructure

B. Design, Development of ASP and NDC/RDC components which include:

- a.Role-based framework for Authentication, Authorization and Access Control of ASP Users and LRIT Users
- b.Messaging Framework (as per IMO requirements)
- c.Message Archiving (as per DGS, IMO, NCIIPC requirements)
- d.Audit Logging (as per DGS, IMO, NCIIPC requirements)
- e.Monitoring and Reporting (as per IMO requirements)
- f.Polygon Validation & Integration
- g.DDP Request & Implementation (as per IMO requirements)
- h.Mailing and Alert Generation (as per DGS & IMO requirements)

C. Web Based Centralised Architecture Comprising ASP and NDC/RDC, which include

a. User Management

- i. Company- owner & manager registration
- ii. Role mapping
- iii. Password management
- iv. Workflow

b. Vessel Master data management

- i. DGS vessel type

- ii. DGS vessel category
- iii. IMO vessel type
- iv. Vessel group
- v. Ship borne equipment – type, name, manufacturer model

c. Vessel Registration

- i. Workflow
- ii. Vessel / ship borne equipment - lifecycle management

d. Dashboard for NDC/RDC

Ship status details like -

- i. Responding
- ii. Missing Position
- iii. Not Responding
- iv. Not Registered
- v. No. of ships – Within 1000NM
- vi. No. of Indian Flag Vessels worldwide
- vii. Ship Count – Based on Time Interval

e. Dashboard for System availability / Network / Utilisation / Synchronisation / Usage, System message exchange with IDE, DDP & ASP

f. Alerts Management

- i. Visual, Audio & Email Alerts --- viz. System / Network / Application – Shipping, Equipment alerts / Connectivity alerts as per requirements of DGS (the current system has 108 alerts))

g. Archival Component (as per DGS, IMO, NCIIPC requirements)

h. MIS

- i. Search & Rescue Report
- ii. Vessel Positioning Reports

- iii. Current LRIT system Reports
- iv. Vessel registration reports
- v. Equipment Details Report
- vi. Periodic Reports
- vii. Transaction Reports
- viii. Log Reports – Application, System, Network, Usage Reports
- ix. System Status Reports
- x. Vessel Response Reports
- xi. Addition requirements as required by DGS

i. Billing Module for NDC / RDC / Flags States / Companies

- i. Accounting Module
- ii. Rate Card by Flag State / Company (Contract / MOU with Flag States / Companies)
- iii. Invoice generation based on Periodic positions received / sent (IDE Logs & Internal Communication)
- iv. Payments / Receipts, Reconciliation & Follow ups
- v. Accounting MIS

j. IMSO Audit & Compliance Reports

k. DDP / Standing Order Module

- i. Polygon – Creation, Validation, Modification & Deletion
- ii. Standing Order - Opening, Modification, Closure and corresponding MIS reports as per DGS requirements

l. SARSURPIC Module

- i. Coastal State & Port State SURPIC request and corresponding MIS reports as per IMO requirements
- ii. Depiction of data – real time & archival on MAP

m. Flag State Request, Management & Reporting

n. Map Features & Functionality

- i. Polygon region - Management,
- ii. Search Ships & Port
- iii. Filtration of the Ship based on the flag
- iv. Show SAR region
- v. Multiple Distance and Bearing tool
- vi. Show SARSURPIC request
- vii. Show geographical layers (ocean, lakes, bays, bathy minor Lines, light house, ports etc.)
- viii. Grid tools
- ix. Filtration of vessels depending on the status
- x. Filtration of vessels based on country & reporting status
- xi. Show ocean region
- xii. Show satellite ocean region
- xiii. Show multiple ship history on map
- xiv. Standard Map features & tools
- xv. Plotting of vessel based on Flag, reporting status and SURPIC request show vessel & company information
- xvi. Addition requirements as required by DGS

Note:

SI may use freely available web based global map, without compromising the security aspects under the provision of Critical Information Infrastructure (CII), protecting the system from unauthorized access.

D. Backup and Recovery Management (as per DGS, IMO, NCIIPC requirements)

2.3. Technical Requirements of LRIT System

LRIT architecture has been described in the Section 2.1 of this document and IMO has also established a series of Assembly resolutions, MSC Circulars and provided guidelines that provide details of Technical and Functional Requirements for the implementation of the LRIT system. Following are the details of the Requirements:

The LRIT technical documentation (Part 1) includes:

- i. Technical specifications for the International LRIT Data Exchange
- ii. Technical specifications for the International LRIT Data Centre
- iii. Technical specifications for communications within the LRIT system
- iv. Technical specifications for the LRIT Data Distribution Plan
- v. Criteria for the location of the International LRIT Data Centre and the International LRIT Data Exchange
- vi. XML schemas.

The LRIT technical documentation (Part 2) includes:

- i. Protocols and arrangements for the prototype, developmental, integration and modification testing phases of the LRIT system
- ii. Procedures for the notification, reporting and recording of temporary suspensions of operations or reduction of the service provided
- iii. Forms to be used for the submission of proposals for the amendment of the technical specifications for the LRIT system, the XML schemas and the test procedures and cases.

The Technical documentation (Part I &II) should always be read together with SOLAS regulation V/19-1, the revised performance standards and functional requirements for the long-range identification and tracking of ships (resolution MSC.263 (84))

Table 1: LRIT Function & Technical Document Details

LRIT Functional and Technical Requirement Document Details	
Documents	Description
Resolution MSC. 263(84)	Revised performance standards and functional requirements for the Long Range Identification and tracking of ships

MSC.1/Circ.1259/Rev.7	LRIT Technical Documentation (Part I)
MSC.1/Circ.1294/Rev.5	LRIT Technical Documentation (Part II)

The aforementioned documents can be found in the below mentioned URL:

<http://www.imo.org/en/OurWork/Safety/Navigation/Pages/LRIT.aspx>

2.4. Compliance Requirements of LRIT System

IMO Compliance:

The International Mobile Satellite Organisation (IMSO) is the inter-governmental organisation whose primary purpose is the oversight of certain public satellite safety and security communication services provided by mobile satellite communication systems

IMSO also acts as the International LRIT Coordinator, appointed by IMO to ensure the operation of the international system for the LRIT of ships worldwide by auditing and reviewing the performance of the system.

In this background, LRIT application has to comply with (International Mobile Satellite Organisation (IMSO) audit every year in the timeframe specified by IMSO

Protected System Requirements / NCIPC Guidelines:

As LRIT is declared as a protected system and critical information infrastructure, the establishment, development and maintenance of LRIT software and infrastructure has to follow the five families of controls into which the guidelines for the protection of CII have been divided as below:

1. Planning Controls:

These set of controls are required to be assessed at the conceptualisation and design stage to ensure that security is taken as a key design parameter for all new CII.

2. Implementation Controls:

These controls are required for translating the design/conceptualisation planning so as to ensure adequate and accurate translation of the security designs into actual system security configurations. These controls also come into play in case of retrofitting existing, unprotected/poorly protected CII.

3. Operational Controls:

To ensure that security postures are maintained in the operational environment. These controls also come into play in case of retrofitting existing, unprotected/poorly protected CII.

4. Disaster Recovery / Business Continuity Planning (BCP) Controls:

These controls are essential to ensure minimum downtime, as well as to ensure that the restoration process factors in, and overcomes the initial vulnerabilities, or alternatively isolates infrastructure compromised by attackers, to ensure graceful degradation / minimum maintenance of Service provided by the CII.

5. Reporting and Accountability Controls:

These controls ensure that adequate accountability and oversight is exercised by senior management, as well as reposting to concerned Government agencies where required. This family of Controls also includes compliance controls.

Note: The family of controls are sub-divided into 35 controls which are available in “Guidelines for Protection of Critical Information Infrastructure Version 2.0 dated 16th January 2015” document and updates of guidelines which are released by NCIIPC time to time.

Link: http://nciipc.gov.in/documents/NCIIPC_Guidelines_V2.pdf

LRIT application has to comply with ISMS audit with ISO 27001: 2013 by a Third party Certifying Authority

LRIT application has to comply with eGovernance Standards published by MeitY which are provided for guidance in Annexure 1

2.5. System Sizing and Deployment Requirements

2.5.1. Sizing Hardware and Application Requirements

- i. Existing application is designed to handle 5000 ships and existing application’s users details are given in volume 1.
- ii. As DGS is planning to extend services to few other nations (viz., Maldives, Bangladesh, Seychelles etc.) the user base may eventually increase
- iii. The envisaged LRIT application should be designed to handle 10,000 ships
- iv. The functional and technical requirements of LRIT system may also provide reference for the sizing activity.

2.5.2. Deployment in Data Centre and DR Centre

- i. The envisioned system shall be hosted in the Indian LRIT NDC, Nav Bhavan Mumbai and DR centre shall be hosted in Information Management and Analysis Centre (IMAC) Gurgaon. DGS would provide the space to SI to install, commission the hardware and network equipment.
- ii. The NON IT infrastructure required for DC and DR would be provided by DGS
- iii. SI has to provision for the number of servers required for deploying the system
- iv. SI shall procure, supply, install, test and commission the hardware in the proposed DC and DRC
- v. SI shall procure Issue resolution tool / Ticketing tool for LRIT
- vi. SI shall procure network connectivity – two leased lines of 20 MBPS each at DC & DRC
- vii. SI shall also procure, install, configure, and test the system software
- viii. SI would be responsible for maintaining the SLAs on LRIT application and the infrastructure proposed in their proposal
- ix. SI has to procure the following:
 - a. 8 desktops for NDC LRIT with the below configuration:
 - CPU: 5GHz, (with Max cores/threads)
 - RAM: 32 GB (DDR4) Expandable
 - HDD: 3TB SATA
 - USB Port: 3.0 Super speed
 - GRAPHICS: High end, should run at least 4 monitors simultaneously with different applications.
 - MONITOR: 27 inch LED
 - OPERATING SYSTEM: Latest
 - (or the nearest higher configuration available with the OEM)
 - b. Desktops for development, testing and for operations & maintenance phase. SI has to propose quantity, configuration and operating system of desktops in their proposal

c. One (1) printer for NDC LRIT with the below configuration:

Heavy Duty Black/Colour Network Printer (Print/Scan/Copy/Fax) with Duplex Printing, Internal memory 2 GB, Built in HDD 160 GB and above, Printing paper (all sizes including A3)

(or the nearest higher configuration available with the OEM)

- x. SI has to procure a Video wall to be installed in the Data centre for monitoring and tracking of vessels, with the following dimensions and specifications:

One (1) Video wall consisting of 4 units of 40" x 24" each with specifications as given below with wall mount:

Screen Size: 40" x 24"

Resolution : Full HD (1,920 x 1,080)

Brightness: 700/800 cd/m²

Connectivity:

Input: HDMI,DP,DVI-D,OPS,Audio,USB 2.0/3.0, RGB

Output: DP, Audio

External Control:

Daisy Chain (RS232C, RJ45), IR Receiver

Bezel : 0.9 mm even bezel

Depth : 86.2 mm

(or the nearest higher configuration available with the OEM)

- xi. Besides the 20 MBPS connectivity at DC and DR, SI is required to provision for a dedicated 20 MBPS leased line between DC & DR (for real time synchronization of data)

- xii. SI has to procure Two (2) laptops for NDC LRIT with following configuration:

Screen size 15.6 inches

Core i7 – 7500U (or higher)/16 GB RAM (or higher)/ 2TB - 5400RPM

NVIDIA Graphics

Windows 10 Professional loaded

MS Office 2017 loaded

DVD RW

USB latest/HDMI ports

(or the nearest higher configuration available with the OEM)

2.6. Training Requirements

2.6.1. Change Management

The redevelopment of LRIT application would also necessitate changes in the functioning of the stakeholders concerned. It is recommended that a series of change management programmes to be implemented by D.G.Shipping towards usage of redeveloped LRIT application.

2.6.2. Communication and Awareness Plan

The process of change management begins with creating awareness among the employees and other stakeholders about the proposed project. To accomplish the objective of the communication strategy, various promotional activities can be used to spread select messages among targeted stakeholders and employees. Communication & Awareness campaigns will be conducted throughout the duration of the Project Implementation. The stakeholder wise communication strategy is furnished in Table below

Project Communication Plan

Communication Aspect	Key Stakeholders	Communication Mode	Frequency
Sensitizing and Change Management programmes	LRIT team from D.G.Shipping who are part of Project implementation	Classroom session/ Workshops and Training programs/ Internal newsletter/ One-on-one discussions with senior level staff of department/e-Mails	Before Implementation of Project
Project Progress updates	Senior Management of the D.G.Shipping	Review meetings/ e-Mails	Weekly/ Monthly

Communication Aspect	Key Stakeholders	Communication Mode	Frequency
Creating Awareness of Re-developed LRIT Services	Key Stakeholders	Workshops / emails	Weekly/ Monthly

2.7. Acceptance & Certification Requirements

- I. The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets the requirements, standards, specifications and performance detailed in the RFP, by ensuring that the following are associated with clear, quantifiable metrics for accountability:
 - a. Functional, Technical and Compliance requirements
 - b. Infrastructure (including Hardware, server, storage, network, client-side computing, etc.) Compliance Review
 - c. Availability of the project services at the defined locations
 - d. Performance
 - e. Security
 - f. Manageability
 - g. System adoption
 - h. SLA Reporting System
 - i. Project Documentation (Requirements, design, development, configuration, training and administration manuals etc.)
 - j. Data Quality Review
 - k. Risk Management and Mitigation plan
- II. As part of Acceptance testing, performed through a third party agency, DGS shall review all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service

oriented architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

- III. The procedures and parameters for testing will be laid down by the Third Party Agency after approval from DGS. The solution deployed by the SI has to satisfy third party acceptance testing upon which the system shall provisionally go-live, subject to DGS approval.
- IV. DGS will establish appropriate processes for notifying the selected vendor of any shortcomings from defined requirements at the earliest instance after noticing the same so as to enable the selected vendor to take corrective action. All gaps identified shall be addressed by the SI immediately prior to provisional “Go-live” of the solution. It is the responsibility of the bidder to take any corrective action required to remove all shortcomings, before the roll out of the project.
- V. It is to be noted that the involvement of the third party for acceptance testing and certification, does not absolve the SI of his bidder to meet all SLAs as laid out in this RFP document.
- VI. DGS may get the solution audited through a Third Party before provisional and final “Go-Live” and periodically thereafter in order to ensure the success of the project. Such third-party agency for carrying out the acceptance testing and certification of the entire solution will be nominated by DGS.
- VII. Following subsections discuss the acceptance criteria to be adopted for the project as mentioned above. The list below is indicative and the activities will include but not be limited to the following:

a. Functional, Technical & Compliance Requirements Review:

The solution developed/ by the SI shall be reviewed and verified by the agency against the Functional and System Requirements signed-off between the DGS and the bidder. All gaps identified shall be addressed by the bidder immediately prior to provisional “Go-live” of the solution. One of the key inputs for this testing shall be the traceability matrix to be developed by the bidder for the solution. Apart from Traceability Matrix, agency may develop its own testing plans for validation of compliance of system against the defined requirements. The acceptance testing w.r.t. the functional requirements shall be performed by the

select internal department users (User Acceptance Testing) and the system has to satisfy internal user acceptance testing, upon which the system shall provisionally go-live.

For conducting the User Acceptance Testing, DGS shall identify the employees from respective divisions, who shall be responsible for day-to-day operations of the functions automated through the project. The system, during the functional requirements review, shall necessarily satisfy the user acceptance testing process.

b. Infrastructure Compliance Review

DGS's appointed third party agency / consultant shall perform the Infrastructure Compliance Review to verify the conformity of the Infrastructure (both IT, non IT as well as Network infrastructure etc.) supplied by the bidder against the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by the bidder. Compliance review shall not absolve the bidder from ensuring that proposed infrastructure meets the SLA requirements.

c. Security Review

The software developed/customized shall be audited by the agency from a security and controls perspective. Such audit shall also include the IT infrastructure and network deployed for the project. Following are the broad activities to be performed by the Agency as part of Security Review. The security review shall subject the solution, but not be limited, to the following activities.

- i. Audit of Network, Server and Application security mechanisms
- ii. Assessment of authentication mechanism provided in the application /components/modules
- iii. Assessment of data encryption mechanisms implemented for the solution
- iv. Assessment of data access privileges, retention periods and archival mechanisms
- v. Server and Application security features incorporated etc.

- vi. Application Security mechanisms should be in compliance with the IT Act 2000, 2008 Amendment and IT rules 2011 (and any other amendments thereto), such that it maintains data/information Integrity, Confidentiality, Non-repudiation etc.

d. Performance

Performance is another key requirement for the project and the agency shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request-response time, work-flow processing time, concurrent sessions supported by the system etc., Disaster Recovery drill etc. The performance review also includes verification of scalability provisioned in the solution for catering to the project requirements.

e. Availability

The solution should be designed to remove all single point failures. Appropriate redundancy shall be built into all the critical components to provide the ability to recover from failures. The agency shall perform various tests including network, server, security, DC/DR fail-over tests to verify the availability of the services in case of component/location failures. The agency shall also verify the availability of the project services to all the users in the defined locations.

f. Manageability Review

The agency shall verify the manageability of the solution and its supporting infrastructure deployed using the Enterprise Management System (EMS) proposed by the bidder. The manageability requirements include requirements such as remote monitoring, administration, configuration, inventory management, fault identification etc.

g. SLA Reporting System

The bidder shall design, implement/customize the Enterprise Management System (EMS) and shall develop any additional tools required to monitor the performance indicators listed as per the SLAs mentioned the RFP. The

Acceptance Testing and Certification agency shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the bidder and shall certify the same. The EMS deployed for the project, based on SLAs, shall be configured by the bidder to calculate the payment to be paid by DGS after deducting the necessary penalties.

h. Project Documentation

The Agency shall review the project documents developed by the DGS including requirements, design, source code, installation, training and administration manuals, version control etc.

Any issues/gaps identified by the Agency, in any of the above areas, shall be addressed by the bidder to the complete satisfaction of DGS.

i. Data Quality

The Agency shall perform the Data Quality Assessment for the data migrated by the bidder to the new system. The errors/gaps identified during the Data Quality Assessment shall be addressed by the bidder before moving the data into production environment, which is a key milestone for provisional Go-live of the solution.

2.8. Operations and Maintenance Phase Requirements

SI will be responsible for the day to day maintenance of the system for the entire period of Contract. For the ICT components procured as part of this RFP, the selected SI will be responsible for Operations and Maintenance Services for the period of 5 years of onsite warranty/ AMC support from the date of Go-Live date of the project covering the following:

- I. Onsite Warranty support for complete system
- II. Onsite Periodic and AMC support including repair and replacement
- III. Annual Technical Support (ATS) for all the licensed software
- IV. Annual Technical Support for all the Hardware/ infrastructure components procured

2.8.1. Overview of Post Implementation Support

An indicative list of activities and nature of support to be provided are mentioned below:

2.8.1.1. System Administration and Trouble Shooting

- I. Overall monitoring and management of all ICT components deployed by the SI for the Project including utility software, system software, application, database, hardware and all other services associated with these facilities to ensure service levels, performance and availability requirements as prescribed in the RFP are met.
- II. Repair or replace ICT components deployed for this Project, either directly or through a third party warranty provider depending on the case
- III. Replace component due to technical, functional, manufacturing or any other problem with a component of the same make and configuration. In case the component of same make and configuration is not available, the replacement shall conform to open standards and shall be of a higher configuration and shall be approved by the Department
- IV. Perform system administration tasks such as managing the user access, creating and managing users, taking backups etc.
- V. Performance tuning of the system to ensure adherence to SLAs and performance requirements as indicated in the RFP.
- VI. Maintenance of envisioned system developed by the SI
- VII. Management of envisioned application and up-gradation as when required along with troubleshooting

2.8.1.2. Database Administration and Trouble Shooting

- I. Undertake end-to-end management of System and database on an on-going basis to facilitate smooth functioning and optimum utilization including regular database backup and periodical testing of backup data, conducting configuration review to tune database, maintaining the necessary documentation and managing schemes to database schema, disk space, user roles, and storage.

2.8.1.3. Back Up Management

- I. SI should evolve a backup and archival strategy
- II. Regular backups of project related data

- III. Handling service requests on backup and restoration
- IV. Generation of monthly report on the backup/restoration performance

2.8.1.4. Security Management

- I. Reporting and resolution of security incidents
- II. Vendor/OEM management
- III. Escalation and co-ordination with other vendors/OEMs for problem resolution

2.8.1.5. General Administration

- I. Providing suitable access to PMU, to tools implemented for monitoring infrastructure components
- II. Creation/deletion/modification of user accounts at the OS level
- III. Periodic review of user privileges at the OS level
- IV. Password management
- V. Any other day-to-day administration and support activities required

2.8.1.6. Overall

- I. Undertake regular and preventive maintenance (any maintenance activity that is required before the occurrence of an incident with an attempt to prevent any incidents) and carry out the necessary repairs and replacement of ICT components wherever needed to keep the performance levels of the ICT components in tune with the requirements of the SLA. Such preventive maintenance shall not be attended during working hours of the Directorate, unless inevitable and approved by the Directorate.
- II. Undertake reactive maintenance (any corrective action, maintenance activity that is required post the occurrence of an incident) that is intended to troubleshoot the system with sufficient teams.
- III. Escalate and co-ordinate with its OEMs/ OEM's subscribers for problem resolution wherever required

2.8.1.7. Warranty

As part of the warranty services SI shall provide:

- I. SI should provide comprehensive support & warranty for 5 years from the date of Go Live for all artifacts which would be provided by the SI.

- II. SI will be responsible for sizing and procuring the necessary infrastructure/ software/tools etc. licenses as per the performance requirements provided in the RFP. During the warranty period SI shall replace or augment or procure higher-level new licenses/tools at no additional cost to the Directorate in case the procured artifacts supplied by the SI is not adequate to meet the service levels.
- III. The SI shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
- IV. Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).
- V. The SI shall develop and maintain an inventory database to include the warranties of the supplied artifacts by the SI.

3. Annexures

3.1. Annexure 1: e-Governance Standards published by MeitY

- 1. LRIT application and associated Infrastructure has to comply with all the eGovernance Standards published by MeitY(which are provided below for guidance)**
- 2. Bidder has to ensure that the components of LRIT Application and Infratsructure meet the corresponding relevant published guidelines**

Compliance to eGov Standards:

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

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

Scalability: One of the fundamental requirements of the proposed application is its scalability. The architecture should be proven to be scalable (cater to increasing load of internal and external users and their transactions) and capable of delivering high performance for at least four years from the date of deployment. In this context, it is required that the

application and deployment architecture should provide for Scale- Up and Scale out on the Application and Web Servers, Database Servers and all other solution components. **Security:** The systems implemented for project should be highly secure, considering that it is intended to handle sensitive data. The overarching security considerations are described below.

- i. The security services used to protect the solution shall include: Identification, Authentication, Access Control, Administration and Audit and support for industry standard protocols.
- ii. The solution shall support advanced user authentication mechanisms including digital certificates and biometric authentication.
- iii. Security design should provide for a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery and disaster recovery system.
- iv. The solution should provide for maintaining an audit trail of all the transactions and should also ensure the non-repudiation of audit trail without impacting the overall performance of the system.
- v. The overarching requirement is the need to comply with ISO 27001 standards of security.
- vi. The application design and development should comply with Open Web Application Security Project [OWASP] top 10 principles.

A sample list of information security requirements is specified below.

S.No.	Security Areas	Specifications
1.	Physical Security	<ul style="list-style-type: none"> DC and DR , to be physically secured by the DGS as per the CII requirements
2.	Network Security	<ul style="list-style-type: none"> Appropriate firewalls, IPS, SSL devices etc. should be used to ensure Network security The solution should support SSL encryption mechanism for transferring data across network and between client and

		server
3.	System Security	<ul style="list-style-type: none"> • Adequate access control procedures should be defined to secure the entire IT system, physically and logically. • The access controls procedures should cover all stages in the life-cycle of user access, from the initial registration of new users to the final deregistration of users who no longer require access to information systems and services. • The system should have 2 factor authentication mechanism either through One Time Password (OTP) or soft tokens based technologies for access control and user authentication.
4.	Application Security	<ul style="list-style-type: none"> • The solution should have appropriate authentication mechanisms • Application user authentication & authorization related transactions should be encrypted • Operating system should be hardened on which the application is installed. • A web application firewall shall be deployed to secure the web-layer. • The web applications should be free from OWASP / SANS and CERT-IN web application vulnerabilities as released from time to time.
5.	Audit Trails & Logs	<ul style="list-style-type: none"> • Event logging should create an accurate record of user activity such as which users accessed which system, and for how long. • The solution should log all types of events especially those related to security
6.	Data Protection	<ul style="list-style-type: none"> • The solution should support SSL encryption mechanism for transferring data across network. Provision should be made to ensure that data in any form should not be copied

		<p>on to any external media without authorization.</p> <ul style="list-style-type: none"> • The data transferred across network should be encrypted using Public Key (PKI) Infrastructure. • Complete end point data protection should be provided at client site such that any type of data pilferage using unauthorized copying, storing and emailing could be prohibited. • Access to all system resources including data files, devices, processes and audit files should be provided to the intended users only. • Ensure to protect documents by assigning security parameters and criteria in order to provide more effective protection for an electronic document in order to maintain Confidentiality, Authorization, Accountability, Integrity, Authenticity and Non-repudiation.
7.	Session Management	<ul style="list-style-type: none"> • The system should limit to only one session per user or process ID. • The system should put a limit on the maximum time length of an idle session, which should ensure that automatic session termination takes place after expiry of the specific time length.
8.	Application Deployment	<ul style="list-style-type: none"> • All unused ports should be blocked at server machines. • The application server should be segregated from internet zone through firewall or other filtering mechanism.
9.	Information Security Governance	<ul style="list-style-type: none"> • The employees working on the project should be made aware of his or her responsibilities with respect to Information Privacy and Information Security. • Employees working on the project shall undergo security awareness training during induction.

10.	Storage Equipment	<ul style="list-style-type: none"> • All information storage media (e.g. hard disks, magnetic tapes, CD ROMs etc.) should be physically secured. • Physical access to magnetic tape, disk, CD libraries etc. should be restricted to authorized personnel.
11.	Computing Environment	<ul style="list-style-type: none"> • All workstation hardware and associated peripheral equipment at Client site premises should be marked with a unique asset identification code. The asset identification code should follow a defined naming convention that would uniquely and appropriately identify the asset. • USB ports should be disabled on specified desktops / laptops at Client site premises, so as to prevent use of pen drives, external disk drives etc. • IT assets inventory must contain criticality of hardware in levels of importance (Confidentiality, Integrity and Availability).
12.	Email Security	<ul style="list-style-type: none"> • Email must have protection from inbound and outbound email threats. It should report compliance violations by scanning all inbound and outbound email content and attachments for sensitive data, real-time protection from spam, phishing, viruses, spoofing, zombies, directory harvest (DHA), Denial of Service (DoS) and other attacks.
13.	Virus Control	<ul style="list-style-type: none"> • Latest version of anti-virus should be installed on workstations and servers at Client premises. • The anti-virus software should run on network file servers on a regular basis (preferably daily).
14.	Compliance to Security Standards	<ul style="list-style-type: none"> • Software/Hardware system should be in compliance with <ISO/IEC 27001:2015>.

15.	Security Information and Event Management System (SIEM)	<ul style="list-style-type: none"> SI should enable integration with SIEM for Real-time analysis of security alerts generated by applications and infrastructure.
16.	Database Activity Monitoring	<ul style="list-style-type: none"> SI should install DAM to monitor all database activities and internal users with privileged access

Compliance with Industry Standards:

In addition to above, the proposed solution has to be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing. There are many standards that are summarized below. However the list below is for reference purposes only and is not to be considered as exhaustive.

- i. Portal development W3C specifications
- ii. Information access/transfer protocols SOAP, HTTP/HTTPS
- iii. Photograph JPEG (minimum resolution of 640 x 480 pixels)
- iv. Scanned documents TIFF (Resolution of 600 X 600 dpi)
- v. Biometric framework BioAPI 2.0 (ISO/IEC 19784-1:2005)
- vi. Latest HTML standards

Specification

- vii. Finger print scanning IAFIS specifications
- viii. Digital signature RSA standards
- ix. Document encryption PKCS specifications IV. Information Security to be ISO 27001 compliant
- x. Operational integrity & security management to be ISO 17799 compliant
- xi. IT Infrastructure management ITIL / EITM specifications VII. Service Management ISO 20000 specifications
- xii. Project Documentation IEEE/ISO specifications for documentation
- xiii. While developing an application in response to this RFP, the SI shall adhere to all applicable standards published by:

1. Ministry of Electronics and Information Technology, Government of India as updated from time to time. The latest version of the standards may be found at <https://egovstandards.gov.in>
2. National Informatics Corporation The latest version of the standards may be found at web.guidelines.gov.in/
3. Guidelines for Indian Government Websites (GIGW), available at: <http://darpg.gov.in/sites/default/files/Guidelines> for Government websites 0 0.pdf
4. "Policy on Open Application Programming Interfaces (APIs) for Government of India" available at: <http://www.egazette.nic.in/WriteReadData/2015/164238.pdf>
5. "Policy on Adoption of Open Source Software for Government of India" available at URL <http://www.egazette.nic.in/WriteReadData/2015/163746.pdf>
6. "Policy On Collaborative Application Development by Opening the Source Code of Government Applications", available at: <http://www.egazette.nic.in/WriteReadData/2015/164611.pdf>
7. "Policy on Adoption of Open Source Software for Government of India", available at URL: <http://www.egazette.nic.in/WriteReadData/2015/163746.pdf>

Request for Proposal
for
Selection of System Integrator for Development and
Maintenance of
Long Range Identification and Tracking System (LRIT)
Volume 3 of 3



Directorate General of Shipping
Ministry of Shipping



27th June, 2018

Disclaimer:

1. This Request for Proposal (“RFP”) is issued by the Directorate General of Shipping (DGS).
2. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither DGS, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
3. The information contained in this RFP is selective and is subject to updation, expansion, revision and amendment at the sole discretion of DGS. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither DGS nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed project, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.
4. This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the project. Such statements estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of DGS, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

Contents`

MASTER SERVICES AGREEMENT	7
1. DEFINITIONS AND INTERPRETATIONS.....	8
1.1. Definitions.....	8
1.2. Interpretation.....	8
1.3. Measurements and Arithmetic Conventions.....	10
1.4. Ambiguities within Agreement	10
1.5. Priority of documents	11
2. SCOPE OF PROJECT	11
3. TERM AND DURATION OF THE AGREEMENT	12
4. CONDITIONS PRECEDENT & EFFECTIVE DATE.....	12
4.1. Provisions to take effect upon fulfillment of Conditions Precedent	12
4.2. Conditions Precedent of the Bidder.....	12
4.3. Extension of time for fulfillment of Conditions Precedent	13
4.4. Non- fulfillment of the Bidder's Conditions Precedent	13
5. OBLIGATIONS UNDER SLA.....	13
5.1. Change of Control	14
5.2. Final testing and certification	14
6. REPRESENTATIONS AND WARRANTIES.....	15
6.1. Representations and warranties of the Bidder.....	15
6.2. Representations and warranties of DGS.....	16
7. OBLIGATIONS OF DGS	17
8. OBLIGATIONS OF THE BIDDER	18
9. APPROVALS AND REQUIRED CONSENTS.....	18
10. USE OF ASSETS BY THE BIDDER.....	19
10.1. During the Term Bidder shall	19
11. MANAGEMENT PHASE	20
11.1. Governance	20
11.2. Use of Services	20
11.3. Changes	20
11.4. Security and Safety.....	20
11.5. Cooperation	21
12. FINANCIAL MATTERS.....	22

12.1.	Terms of Payment and Service Credits and Debits	22
12.2.	Invoicing and Settlement	22
12.3.	Tax.....	23
13.	TERMINATION	24
13.1.	Material Breach.....	24
13.2.	Effects of Terminations	25
13.3.	Terminations of this Agreement due to bankruptcy of Bidder.....	26
14.	INDEMNIFICATION & LIMITATION OF LIABILITY	26
15.	FORCE MAJEURE	29
15.1.	Definition of Force Majeure.....	29
15.2.	Force Majeure Events	29
15.3.	Notification procedure for Force Majeure.....	31
15.4.	Allocation of costs arising out of Force Majeure	32
15.5.	Consultation and duty to mitigate	33
16.	CONFIDENTIALITY.....	33
17.	AUDIT, ACCESS AND REPORTING	34
18.	INTELLECTUAL PROPERTY RIGHTS	34
19.	WARRANTY.....	36
20.	LIQUIDATED DAMAGES.....	37
21.	INSURANCE COVER	37
22.	ESCROW AGREEMENT.....	38
23.	MISCELLANEOUS.....	39
23.1.	Personnel	39
23.2.	Independent Contractor	40
23.3.	Sub-contractors.....	41
23.4.	Assignment.....	41
23.5.	Trademarks, Publicity.....	41
23.6.	Notices	42
23.7.	Variations and Further Assurance.....	43
23.8.	Severability and Waiver	43
23.9.	Compliance with Applicable Law	44
23.10.	Professional Fees	44
23.11.	Ethics	44

23.12.	Entire Agreement.....	44
23.13.	Amendment	44
24.	GOVERNING LAW AND DISPUTE RESOLUTION	45
	SCHEDULE I - DEFINITIONS.....	47
	SCHEDULE II – CHANGE CONTROL SCHEDULE	56
	CHANGE MANAGEMENT PROCESS	57
	CHANGE CONTROL NOTE (“CCN”)	57
	SCHEDULE III – EXIT MANAGEMENT SCHEDULE	59
1.	PURPOSE	59
2.	TRANSFER OF ASSETS.....	59
3.	COOPERATION AND PROVISION OF INFORMATION.....	60
4.	CONFIDENTIAL INFORMATION, SECURITY AND DATA	61
5.	EMPLOYEES	61
6.	TRANSFER OF CERTAIN AGREEMENTS	62
7.	GENERAL OBLIGATIONS OF THE SERVICE PROVIDER.....	62
8.	EXIT MANAGEMENT PLAN	63
	SCHEDULE IV – AUDIT, ACCESS AND REPORTING	64
1.	PURPOSE	64
2.	AUDIT NOTICE TIMING.....	64
3.	ACCESS	65
4.	AUDIT RIGHTS	65
5.	AUDIT RIGHTS OF SUB-CONTRACTORS.....	66
6.	ACTION AND REVIEW	66
7.	TERMS OF PAYMENT	66
	SCHEDULE V – GOVERNANCE SCHEDULE	67
1.	PURPOSE	67
2.	GOVERNANCE STRUCTURE	67
3.	GOVERNANCE PROCEDURES.....	68
	SCHEDULE VI – TERMS OF PAYMENT SCHEDULE.....	69
	ANNEXURES	70
	ANNEXURE A – FORMAT FOR CHANGE CONTROL NOTICE.....	70
	ANNEXURE B – LIST OF SERVICES PROVIDED BY THE BIDDER	72
	ANNEXURE C – REQUIRED DELIVARABLE AND ASSOCIATED TIMELINES	72

ANNEXURE D – BID.....	72
ANNEXURE E – BILL OF MATERIAL	72
ANNEXURE F – ROLES AND RESPONSIBILITIES OF THE PARTIES	73
Roles and Responsibilities of Bidder	73
Roles and Responsibilities of DGS.....	74
NON – DISCLOSURE AGREEMENT	76
SERVICE LEVEL AGREEMENT	78
1. ANNEXURE: SERVICE LEVELS.....	80
1.1. Objectives.....	80
1.2. Scope of SLA.....	80
1.3. SLA categories	81
1.4. Agreement Owners:.....	81
1.5. Contact List.....	82
1.6. Terms of Payments and Penalties.....	82
1.7. SLA measurement and monitoring	83
1.7.1. SLA applicable during Implementation phase	83
1.7.2. SLA applicable during Operations & Maintenance phase.....	84
1.8. Severity Definition Chart.....	92
1.9. Uptime Calculation for the month	92
1.10. Cumulative Downtime	93
1.11. Non Adherence to SLA	93
1.12. Breach of SLA	93
1.13. Exclusions.....	94
1.14. Monitoring and Auditing.....	94
1.15. SLA Change Control.....	95
1.16. Management Escalation Procedures	96
1.17. Performance Review	96
1.18. Indemnities	97
1.19. Miscellaneous	97

MASTER SERVICES AGREEMENT

THIS MASTER SERVICE AGREEMENT (“Agreement”) is made on this the <***> day of <***> 2016 at Mumbai, India.

BETWEEN

----- having its office at -----
----- India hereinafter referred to as ‘**Directorate General of Shipping**’/‘**DGS**’ or ‘-----’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as ‘**System Integrator**’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’.

WHEREAS:

DGS is desirous of undertaking ‘Development and Maintenance of LRIT System’

In furtherance of the same, DGS undertook the selection of a System Integrator through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated <***> .

The successful Bidder has been selected as the System Integrator on the basis of the bid response set out as Annexure D of this Agreement, to undertake the Project of the development and implementation of the solution, its roll out and sustained operations.

Parties now wish to enter into this Agreement to govern their mutual rights and obligations with respect to provision of goods and services and implementation of the Project.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out in Schedule I. 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 utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

1.2. Interpretation

In this Agreement, unless otherwise specified:

- a. references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and Annexures to this Agreement;
- b. use of any gender includes the other gender;
- c. references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d. references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f. any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g. references to a '**Business day**' shall be construed as a reference to a day (other than Saturday, Sunday and other gazette holidays) on which DGS is generally open for business.
- h. references to times are to Indian Standard Time;

- i. a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- j. System Integrator (SI) has been used for the same entity i.e. Bidder selected for the project. The “Bidder (SI)” shall mean the Organization who is fully responsible towards the scope of work defined in this RFP. The term SI shall be deemed to include the SI's successors, Consortium partners, (approved by DGS), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- k. “Goods” means all of the equipment, sub-systems, hardware, software, products accessories and/or other material / items which the SI is required to supply, install and maintain under the contract.
- l. “Intellectual Property Rights (‘IPR’)” means any patent, copyright, trademark, trade name, service marks, brands, propriety information, Application Software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- m. “Original Equipment Manufacturer (‘OEM’)” means the owner of the IPR or manufacturer of Goods for any equipment / system / software / product which is providing such goods to DGS under the scope of this Tender / Contract.
- n. “Parties” means DGS, System Integrator (SI), and “Party” mean either of the Parties.
- o. “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto by virtue of this Contract that:
 - i. is by its nature confidential or by the circumstances in which it is disclosed confidential; or
 - ii. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;
 - iii. but does not include information which is or becomes public knowledge other than by a breach of this Contract;
- p. “Contract” means the Tender and all Annexes thereto, the Agreement entered into between the selected Bidder together with DGS as recorded in the Contract form

signed by the DGS and the SI including all Annexures thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.

- q. “Contract Value” means the price payable to the SI under this Contract for the full and proper performance of its contractual obligations.
- r. “Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
- s. “Services” means services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under the Contract.

1.3. Measurements and Arithmetic Conventions

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

1.4. Ambiguities within Agreement

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

- a. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b. as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- c. as between any value written in numerals and that in words, the value in words shall prevail.

1.5. Priority of documents

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- a. This Agreement along with the SLA agreement, NDA agreement, Schedules and Annexures;
- b. Request for Proposal and Addendum / Corrigendum to the Request for Proposal (if any).

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP.

2. SCOPE OF PROJECT

The Bidder shall be required to Develop the LRIT System and provide operations and maintenance support for LRIT system for the period of 5 years, from the Go-Live date of the Project.

The roles and responsibilities of the Parties under this Agreement have been set out in detail as Annexure F of this Agreement.

For the avoidance of doubt, it is expressly clarified that this Agreement shall govern the provision of the contracted professional services under the SLA to DGS and its nominated agencies. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and annexures as required, under this Agreement for each additional engagement.

Detailed scope of work for the selected Bidder is defined in Volume II of the RFP.

3. TERM AND DURATION OF THE AGREEMENT

This Agreement shall come into effect on <***> (hereinafter the “Effective Date”) and shall continue till operation and maintenance completion date which shall be the date of the completion of the operation and maintenance to the DGS or its nominated agencies. The project shall continue for a period of 5 years from the date of Go-Live (‘Term’) extendable at the option of DGS for a period of up to two years (or part thereof) on mutually agreed terms and conditions. The Term, for the purposes of any payments to Bidder, does not include (a) any extension arising out of breach of any obligations by Bidder, (b) unless otherwise agreed, time duration for implementation of exit management plan In the case of such extension of contract beyond the stipulated period, the warranties, Performance Bank Guarantee, Exit management protocol, insurance etc. shall be extended for equivalent period.

4. CONDITIONS PRECEDENT & EFFECTIVE DATE

4.1. Provisions to take effect upon fulfillment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, DGS may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the System Integrator.

4.2. Conditions Precedent of the Bidder

The Bidder shall be required to fulfill the Conditions Precedent which are as follows:

- a. to provide a Performance Security/Guarantee and other guarantees/ payments as and when required to DGS or its nominated agencies; and
- b. to provide DGS or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the System Integrator.
- c. For the avoidance of doubt, it is expressly clarified that the obligations of the Parties except the financial obligations of DGS under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth above.

4.3. Extension of time for fulfillment of Conditions Precedent

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the System Integrator linked to the delay in fulfilling the Conditions Precedent.

4.4. Non- fulfillment of the Bidder's Conditions Precedent

- a. In the event that any of the Conditions Precedent of the System Integrator have not been fulfilled within 15 days of signing of this Agreement and the same have not been waived fully or partially by DGS or its nominated agencies, this Agreement shall cease to exist;
- b. In the event that the Agreement fails to come into effect on account of non-fulfillment of the Bidder's Conditions Precedent, DGS or its nominated agencies shall not be liable in any manner whatsoever to the Bidder and DGS shall forthwith forfeit the Performance Guarantee.
- c. In the event that possession of any of DGS or its nominated agencies facilities has been delivered to the Bidder prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to DGS or its nominated agencies, free and clear from any encumbrances or claims.

5. OBLIGATIONS UNDER SLA

The SLA shall be a separate contract in respect of this Agreement and shall be entered into concurrently with this Agreement between DGS and Bidder

In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out herein.

5.1. Change of Control

- a. In the event of a change of control of the Bidder during the Term, the Bidder shall promptly notify DGS of the same in the format set out as Annexure A of this Agreement.
- b. In the event that the net worth of the surviving entity is less than that of Bidder prior to the change of control, DGS may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the Bidder from a guarantor acceptable to DGS (which shall not be Bidder or any of its associated entities).
- c. If such a guarantee is not furnished within 30 days of DGS requiring the replacement, DGS may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- d. Pursuant to termination, the effects of termination as set out in Clause 13.2 of this Agreement shall follow.

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

5.2. Final testing and certification

The Project shall be governed by the mechanism of final acceptance testing and certification/accreditation to be put into place by DGS as per the requirements laid down by IMO/IMSO for LRIT Application and Critical Information Infrastructure requirements laid down under IT Act/ and guidelines provided/ and updated time to time by NCIIPC/CERT-IN.

6. REPRESENTATIONS AND WARRANTIES

6.1. Representations and warranties of the Bidder

The Bidder represents and warrants to DGS and its allied offices that:

- a. it is an organization under the Government of India, and has full power and authority to execute and perform its obligations on behalf of the Government of India under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b. it is a competent provider of a variety of information technology and infrastructure management services;
- c. it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d. from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- e. in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to DGS's normal business operations
- f. this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- g. the information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- h. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

- i. there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- j. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- k. it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- l. no representation or warranty by it contained herein or in any other document furnished by it to DGS in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- m. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of DGS in connection therewith. For this purpose DGS will sign integrity pact separately with Bidder enclosed with this agreement.

6.2. Representations and warranties of DGS

DGS represent and warrant to the System Integrator that:

- a. it is duly organized and validly existing under laws of India and has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary

to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

- b. it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- d. this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- e. it has complied with Applicable Laws in all material respects;
- f. all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- g. upon the Bidder performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Bidder, in accordance with this Agreement.

7. OBLIGATIONS OF DGS

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

- a. Provide any support through personnel to test the system during the Term;
- b. Provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;

- c. Provide the data (including in electronic form wherever applicable/available) to be migrated.
- d. Authorize the Bidder to interact for implementation of the Project with external entities etc.

8. OBLIGATIONS OF THE BIDDER

- a. It shall provide to DGS, the Deliverables as set out in Annexure C of this Agreement.
- b. It shall perform the Services as set out in Volume II of this Agreement and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.
- c. It shall ensure that the Services are being provided as per the Project Timelines set out as Annexure C to this Agreement.

9. APPROVALS AND REQUIRED CONSENTS

- a. The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “Required Consents”) necessary for the Bidder to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.
- b. DGS shall use reasonable endeavors to assist Bidder to obtain the Required Consents. In the event that any Required Consent is not obtained, the Bidder and DGS will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for DGS to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the Bidder shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if

and to the extent that the Bidder's obligations are not dependent upon such Required Consents.

10. USE OF ASSETS BY THE BIDDER

10.1. During the Term Bidder shall

- a. take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / procured/ operated by the Bidder exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets; and keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Bidder takes control of and/or first uses the Assets and during the entire Term of the Agreement.
- b. ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Bidder will be followed by the Bidder and any person who will be responsible for the use of the Assets;
- c. take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Bidder or as may, in the reasonable opinion of the Bidder, be necessary to use the Assets in a safe manner;
- d. ensure that the Assets that are under the control of the Bidder, are kept suitably housed and in conformity with Applicable Law;
- e. procure permission from DGS 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;
- f. not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

11. MANAGEMENT PHASE

11.1. Governance

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule set out in Schedule V of this Agreement and shall cover all the management aspects of the Project.

11.2. Use of Services

DGS as the case may be, will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA or this Agreement or any agreement that may be entered into between the Parties from time to time;

DGS as the case may be shall be responsible for the operation and use of the Deliverables resulting from the Services.

11.3. Changes

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement or under or to the SLA shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.

11.4. Security and Safety

- a. The Bidder shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by dept. of telecom (wherever applicable), IT Security Manual of DGS as specifically stated in the RFP and follow the industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of the Services.
- b. Each Party to the SLA/Agreement shall also comply with DGS or the Government of India's security standards and policies in force from time to time at each location of which DGS make the Bidder aware in writing insofar as the same apply to the provision of the Services.

- c. The Parties to the SLA/Agreement shall use reasonable endeavors 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 DGS as the case may be or any of their nominees data, facilities or Confidential Information.
- d. The Bidder shall upon reasonable request by DGS as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- e. As per the provisions of the SLA or this Agreement, the Bidder shall promptly report in writing to DGS, 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 DGS as the case may be.

11.5. Cooperation

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

- a. does not require material expenditure by the Providing Party to provide the same;
- b. is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
- c. cannot be construed to be Confidential Information; and
- d. is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate with the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

12. FINANCIAL MATTERS

12.1. Terms of Payment and Service Credits and Debits

- a. In consideration of the Services and subject to the provisions of this Agreement and of the SLA, DGS shall pay the Bidder for the Services rendered in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out as Schedule VI of this RFP.
- b. All payments are subject to the application of service credits and debits as may be provided for in the SLA. For the avoidance of doubt, it is expressly clarified that DGS will pay the service credits as stated in accordance with the Schedule VI of this Agreement and DGS may also calculate a financial sum and debit the same against the terms of payment as set out in Schedule VI of this Agreement as a result of the failure of the Bidder to meet the Service Level as defined in SLA.
- c. Save and except as otherwise provided for herein or as agreed between the Parties in writing, DGS shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Bidder performance of any obligations under this Agreement or the SLA) other than those covered in Schedule VI of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.

12.2. Invoicing and Settlement

- a. Subject to the specific terms of the SLA, the Bidder shall submit its invoices in accordance with the following principles:
 - i. DGS shall be invoiced by the Bidder for the Infrastructure at DC and DRC and Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the Bidder shall raise an invoice as per Schedule VI of this Agreement; and
 - ii. Any invoice presented in accordance with this Article shall be in a form agreed with DGS.

- b. The Bidder alone shall invoice all payments after receiving due approval from the competent authority. Such invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Schedule VI of this Agreement.
- c. Payment shall be made within 45 working days of the receipt of invoice along with supporting documents by DGS subject to penalties. The penalties are imposed on the Bidder as per the penalty criteria specified in the SLA.
- d. DGS shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Bidder under Schedule VI of this Agreement where DGS disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the escalation procedure as set out in Schedule V of this Agreement. Any exercise by DGS under this Clause shall not entitle the Bidder to delay or withhold provision of the Services.
- e. DGS shall be entitled to delay or withhold part of the payment of any invoice which is under a dispute. The withheld amount shall be limited to that which is the disputed amount. The disputed amount shall be referred to the escalation procedure as set out in Schedule V of this Agreement. Any exercise by DGS under this Clause shall not entitle the Bidder to delay or withhold provision of the Services.
- f. The Bidder shall be solely responsible to make payment to its consortium partners /.

12.3. Tax

- a. DGS shall be responsible for withholding taxes from the amounts due and payable to the Bidder wherever applicable. The Bidder shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.
- b. DGS shall provide Bidder with the original tax receipt of any withholding taxes paid by DGS on payments under this Agreement. The Bidder agrees to reimburse and hold DGS harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among DGS, the Bidder and third party consortium partners.

- c. If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by DGS for the goods and services i.e. service tax or any such other applicable tax from time to time, which increases or decreases the cost incurred by the SI in performing the Services, then the remuneration and reimbursable expense otherwise payable to the SI under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the amounts specified in Schedule VI. However, in case of any new or fresh tax or levy imposed after submission of the proposal, the SI shall be entitled to reimbursement on submission of proof of payment of such tax or levy.
- d. The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:
- i. any resale certificates;
 - ii. any relevant information regarding out-of-state or use of materials, equipment or services; and
 - iii. any direct pay permits, exemption certificates or information reasonably requested by the other Party.

13. TERMINATION

13.1. Material Breach

- a. In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, DGS or Bidder, as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- i. If the Bidder is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then DGS may serve a 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, DGS will have the option to terminate this Agreement. Further, DGS may after affording a reasonable opportunity to the Bidder to explain the circumstances leading to such a breach.
 - ii. If there is a Material Breach by DGS or its nominated agencies which results in not providing support for effecting data migration or not providing the certification of User Acceptance, not keeping the site ready for the work as agreed, not providing the required approvals/sign-offs due from DGS and / or failing to make payment of undisputed amount within 45 working days from date of submission of invoice, then the Bidder will give a one month's notice for curing the Material Breach to DGS. After the expiry of such notice period, the Bidder will have the option to terminate the Agreement.
- b. DGS may by giving a one month's written notice, terminate this Agreement if a change of control of the Bidder has taken place. For the purposes of this Clause, in the case of Bidder, change of control shall mean the events stated in Clause 5.1, and such notice shall become effective at the end of the notice period as set out in Clause 5.1 (c).
 - c. In the event that Bidder undergoes such a change of control, DGS may, as an alternative to termination, require a full Performance Guarantee for the obligations of Bidder by a guarantor acceptable to DGS. If such a guarantee is not furnished within 30 days of DGS's demand, DGS may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Bidder.
 - d. The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

13.2. Effects of Terminations

- a. In the event that DGS terminates this Agreement pursuant to failure on the part of the Bidder to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Bidder may be forfeited.
- b. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule III of this Agreement.

- c. In the event that DGS or the Bidder terminates this Agreement, the compensation will be decided in accordance with the Exit Management Schedule set out as Schedule III of this Agreement.
- d. DGS agrees to pay Bidder for
 - i. all charges for Services Bidder provides and any Deliverables and/or system (or part thereof) Bidder delivers through termination till the date of termination, and
 - ii. reimbursable expenses Bidder incurs through termination
- e. Bidder incurs as a result of such termination (which Bidder will take reasonable steps to mitigate).

13.3. Terminations of this Agreement due to bankruptcy of Bidder

DGS may serve written notice on Bidder at any time to terminate this Agreement with immediate effect in the event that the Bidder reporting an apprehension of bankruptcy to DGS or its allied offices.

14. INDEMNIFICATION & LIMITATION OF LIABILITY

- 14.1. Subject to Clause 15.2 below, Bidder (the "Indemnifying Party") undertakes to indemnify DGS (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
- a. Indemnified Party's misuse or modification of the Service;
 - b. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;

- c. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
- d. Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either
 - i. procure the right for Indemnified Party to continue using it,
 - ii. replace it with a non-infringing equivalent,
 - iii. modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement

14.2. The indemnities set out in Clause 15.1 shall be subject to the following conditions:

- a. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- c. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- d. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- e. all settlements of claims subject to indemnification under this Clause will:

- f. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - g. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - h. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - i. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - j. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - k. if a Party makes a claim under the indemnity set out under Clause 15.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- 14.3. The liability of Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed two (2) times average annual fees payable under this Agreement calculated over a reasonable period of months before the cause of action arose with respect to the work involved under the applicable Schedule/Annexure. The liability cap given under this Clause 15.3 shall not be applicable to the indemnification obligations set out in Clause 15.1 and breach of Clause 12.4 and 17.
- 14.4. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims

(other than those set-forth in Clause 15.1) even if it has been advised of their possible existence.

14.5. The allocations of liability in this Section 15 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

15. FORCE MAJEURE

15.1. Definition of Force Majeure

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

15.2. 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:

- a. is beyond the reasonable control of the affected Party;
- b. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- c. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- d. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- e. may be classified as all or any of the following events:

Such events include:

Non-Political Events:

- a. act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- b. radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the Bidder's use of radiation or radio-activity or biologically contaminating material;
- c. strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Bidder and which affect the timely implementation and continued operation of the Project; or
- d. any event or circumstances of a nature analogous to any of the foregoing.

Political Events:

- a. Change in Law, other than any Change in Law for which relief is provided under this Agreement;
- b. expropriation or compulsory acquisition by DGS or any of their nominated agencies of any material assets or rights of the Bidder;
- c. unlawful or unauthorized revocation of, or refusal by DGS or any of their nominated agencies, Government of India or any of its agencies to renew or grant any clearance or Required Consents required by the Bidder to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Bidder's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;
- d. any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Bidder in any proceedings for reasons other than failure of the Bidder to comply with Applicable Laws or Required Consents or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;
- e. expropriation or compulsory acquisition by DGS or any of their nominated agencies of any material assets or rights of the Bidder;
- f. unlawful or unauthorized revocation of, or refusal by any authority other than DGS or any of their nominated agencies to renew or grant any Required Consents required by

the Bidder to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Bidders's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;

- g. any requisition of the Project by any other authority; or
- h. any requisition of the Project by DGS or any of their nominated agencies.
- i. For the avoidance of doubt, suspension of the Project in accordance with the provisions of this Agreement shall not be considered a requisition for the purposes of Force Majeure event.

Other Events:

- a. 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.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the Bidder under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Bidder will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

15.3. Notification procedure for Force Majeure

- a. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute

within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause

- b. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

15.4. Allocation of costs arising out of Force Majeure

- a. 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.
- b. Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project (“**Force Majeure Costs**”) shall be allocated and paid as follows:
 - i. upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
 - ii. upon occurrence of an Other Event of Force Majeure, all Force Majeure Costs attributable to such Other Event, and not exceeding the Insurance Cover for such Other Event, shall be borne by the Implementation Agency and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by Nodal Agency to the Implementation Agency (optional clause – to be used, if relevant).
 - iii. upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by DGS to the Implementation Agency.
 - iv. For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.

- v. Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

15.5. 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 Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder a continuous basis and shall provide written notice of the resumption of performance hereunder

16. CONFIDENTIALITY

- 16.1. DGS shall allow the Bidder to review and utilize highly confidential records and the Bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 16.2. Additionally, the Bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 16.3. DGS shall retain all rights to prevent, stop and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure.
- 16.4. The Bidder shall ensure that all its employees, agents and consortium partners execute individual non-disclosure agreements, which have been duly approved by DGS with respect to this Project.

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- a. information already available in the public domain;
- b. information which has been received from a third party who had the right to disclose the aforesaid information;
- c. Information which has been disclosed to the public pursuant to a court order.

16.5. To the extent the Bidder shares its confidential or proprietary information with DGS for effective performance of the Services, the provisions of the Clause 17.1 to 17.3 shall apply mutatis mutandis on DGS.

17. AUDIT, ACCESS AND REPORTING

The Bidder shall allow access to DGS to all information which is in the possession or control of the Bidder and which relates to the provision of the Services as set out in the System Audit, Access and Reporting Schedule and which is reasonably required by DGS to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule IV of this Agreement.

18. INTELLECTUAL PROPERTY RIGHTS

18.1. Products and fixes: All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Bidder 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 DGS for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to

you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

- 18.2. Bespoke development: Subject to the provisions of Clause 18.3 and 18.4 below, upon payment, the IPR rights for all the bespoke development done during the implementation of the project will lie with DGS. The Bidder shall provide source code, object code and all other relevant materials, artefacts etc of all bespoke development to DGS and DGS shall own all the IPR's in them. All material related to such bespoke development shall be treated as confidential information by the Bidder.
- 18.3. Pre-existing work: For the purpose of this Agreement, 'pre-existing work' shall mean such pre-existing work of Bidder and that of its consortium partners/ , agents, representatives:
- i. that were identified by the Bidder in its Proposal
 - ii. for which Bidder had provided sufficient documentary proof to establish that such work belongs solely to Bidder (or its consortium partners/ , agents, representatives)
 - iii. which were accepted by DGS (based on the documentary proof) as pre-existing work of Bidder.

To the extent Bidder uses any of pre-existing work of the Bidder (or its consortium partners/ agents, representatives) in provision of services/ Deliverables under this Agreement, the Bidder hereby transfers (for itself and on behalf of its subcontractors, etc.) all rights, title and interest (including all intellectual property rights) for the customization / development that happens on such pre-existing work to DGS. Bidder shall provide to DGS (to the satisfaction of DGS) all documentation including, without limitation, source code, object code, SRS, FRS, operational documents, manuals etc. for the customization / development that happens on such pre-existing work.

- 18.4. Residuals: In no event shall Bidder be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Bidder shall be free

to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

- 18.5. Training and other material: The ownership of all IPR rights in any and all documents, artefacts, etc. (including all training material) made during the Term for implementation of the Project under this Agreement will lie with DGS.

19. WARRANTY

- 19.1. Standard: The Bidder warrants that the Project, including all the infrastructure, system(s) and other Services provided, shall be free from any defect or deficiency in the material, design, engineering, and performance/workmanship that prevent the Project and/or any of its systems(s) from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the Project and/or any of its system(s) as per the performance guarantee / warranty period defined in the Schedule. If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project and other Services provided by the Bidder, the Bidder shall promptly, in consultation and agreement with DGS, and at the Service provider's sole cost repair, replace, or otherwise make good (as the Bidder shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency. However, damaged hard disks and storage media shall be retained by the department and the data on the damaged disk shall be made non recoverable. If the Project or any of its Infrastructure, System cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by DGS because of such defect and/or making good of such default, defect or deficiency.
- 19.2. Implied Warranty: The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed. The Bidder shall have no liability in the case of breach of this warranty due to :
- i. use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by the Bidder,

- ii. the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not approved by the Bidder;
- iii. the deliverables having been tampered with, altered or modified by DGS without the written permission of the Bidder, or
- iv. use of the deliverables otherwise than in terms of the relevant documentation.

20. LIQUIDATED DAMAGES

- i. Time is the essence of the Agreement and the delivery dates are binding on the Bidder. In the event of delay or any gross negligence, for causes attributable to the Bidder, in meeting the implementation phase timelines, DGS shall be entitled at its option to recover from the Bidder as agreed, liquidated damages, a sum of 0.5% of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 5% of the corresponding deliverable value.
- ii. The DGS may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the SI in its hands (which includes the DGS's right to claim such amount against the SI's Bank Guarantee) or which may be payable / or due to the SI. Any such recovery or liquidated damages shall not in any way relieve the SI from any of its obligations to complete the Work or from any other obligations and liabilities under the contract.

21. INSURANCE COVER

21.1. Obligation to maintain insurance

In connection with the provision of the Services, the Bidder must have and maintain

- a. for the Agreement Period, valid and enforceable insurance coverage for
 - i. public liability;
 - ii. either professional indemnity or errors and omissions;
 - iii. product liability;
 - iv. workers compensation as required by law; and

21.2. Certificates of currency

The Bidder must, on request by DGS, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 22. The Bidder agrees to replace any coverage prior to the date of expiry/cancellation.

21.3. Non-compliance

DGS may, at its election, terminate this Agreement upon the failure of Bidder, or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve Bidder of its obligations under this Agreement.

22. ESCROW AGREEMENT

- 22.1. Bidder shall comply with the escrow provisions below for all Public Material and Proprietary Vendor Material (including consortium partners -owned materials and other Third Party Material incorporated in Bidder's Proprietary Material), except to the extent Bidder demonstrates to the satisfaction of DGS that compliance is not permitted by the nature of Bidder's limited rights in such material.
- 22.2. Within ninety (90) days after the DGS' s acceptance of the Solution, the Parties shall enter into a software escrow agreement ("Escrow Agreement") with a reputable, independent, third party that provides software escrow services among its principal business offerings ("Escrow Agent"). The Escrow Agreement shall provide for the regular deposit into escrow of all source code (including without limitation all make files, configurationally files, data tables upon which execution is Code, and (b) a list of all non- deposited third party software used in conjunction with the Source Code to provide the full functionality of the deposited materials. In the event of the termination or expiration of the initial Escrow Agreement or any successor agreement, with minimal delay the Parties shall enter into a substantially equivalent agreement with a successor provider of software escrow services (who shall then be known as the "Escrow Agent")
- 22.3. Bidder will make its initial deposit of Source Code within fifteen (15) days after the effective date of the Escrow Agreement.
- 22.4. Bidder shall periodically update the escrow deposit as the Parties shall agree in the Escrow Agreement. In addition to other usual and customary terms, the Escrow

Agreement shall provide that the DGS shall be entitled to obtain the deposited materials from escrow upon the DGS's making a proper (what is proper) claim for release from a and b is not defined escrow in the event that (c) proper written notice is given to the Escrow Agent that release of the copy of the deposited materials is pursuant to applicable Central or Not clear, DGS bankruptcy, insolvency, reorganization, or liquidation statute; (d) Bidder files articles of dissolution (but not if Bidder is consolidated or merged into another entity); (e) the Contract expires or terminates for Material Breach of Bidder.

- 22.5. The release of deposited materials from escrow shall not confer upon the DGS any right of ownership in the deposited materials or the underlying intellectual property embodied therein. In the event of the release of deposited materials to the DGS from escrow, the DGS shall use the deposited materials solely for the benefit of the DGS and its constituents.
- 22.6. The release of materials from escrow, without more, shall not cause any further amounts to accrue as payable to Bidder by DGS and the term of the DGS's possessory and usage rights with respect to the released materials shall be perpetual.
- 22.7. The Escrow Agreement shall provide for its automatic termination upon the earlier of five (5) years after the expiration or termination of this Contract, or, release of all Source Code to DGS and DGS's subsequent confirmation of compliance with the terms of the Escrow Agreement. B shall pay the escrow costs, as well as all costs associated with causing its subcontractors and other third parties to abide by the Escrow Agreement.

23. MISCELLANEOUS

23.1. Personnel

- a. The personnel assigned by Bidder to perform the Services shall be employees of Bidder or its consortium partner(s), and under no circumstances shall such personnel be considered employees of DGS. The Bidder shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.

- b. The Bidder shall use its best efforts to ensure that sufficient Bidder personnel are assigned to perform the Services and those personnel have appropriate qualifications to perform the Services. After discussion with Bidder, DGS shall have the right to require the removal or replacement of any Bidder personnel performing work under this Agreement based on bonafide reasons. In the event that DGS requests that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
- c. In the event that DGS and Bidder identify any personnel of Bidder as “Key Personnel”, then the Bidder shall not remove such personnel from the Project without the prior written consent of DGS unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
- d. Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of Bidder to freely assign or reassign its employees; provided that Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. DGS shall have the right to review and approve Bidder’s plan for any such knowledge transfer. Bidder shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.
- e. Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- f. Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

23.2. Independent Contractor

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

- a. incur any expenses on behalf of the other Party;
- b. enter into any engagement or make any representation or warranty on behalf of the other Party;
- c. pledge the credit of or otherwise bind or oblige the other Party; or
- d. Commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

23.3. Sub-contractors

Bidder shall not subcontract any work without DGS's prior written consent.

23.4. Assignment

- g. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of DGS and their respective successors and permitted assigns.
- h. Subject to Clause 5.3, the Bidder shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- i. DGS may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Bidder shall be a party to such novation, to any third party contracted to provide outsourced services to DGS or any of its nominees.

23.5. Trademarks, Publicity

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

third parties subject to the prior written consent of DGS not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

23.6. Notices

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

Shri. XXXXX

<< ADDRESS>>

Email: Tel: Fax:

With a copy to:

Bidder

Tel: Fax: Email:

Contact:

- c. In relation to a notice given under the MSA / SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- d. Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.30 am and 6.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

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

23.7. Variations and Further Assurance

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

23.8. Severability and Waiver

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

23.9. Compliance with Applicable Law

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Bidder as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.

23.10. Professional Fees

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

23.11. Ethics

The Bidder 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 DGS 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 DGS standard policies and may result in cancellation of this Agreement, or the SLA.

23.12. Entire Agreement

This Agreement and the SLA with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

23.13. Amendment

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule set out in Schedule II of this Agreement by mutual written consent of all the Parties.

24. GOVERNING LAW AND DISPUTE RESOLUTION

- 24.1. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.
- 24.2. Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule V of this Agreement.
- 24.3. In case the escalations do not help in resolution of the problem within 3 weeks of escalation, both the parties should agree on a mediator for communication between the two parties. The process of the mediation would be as follows:
- i. Aggrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
 - ii. The mediator shall use his best endeavors to conclude the mediation within a certain number of days of his appointment.
 - iii. If no resolution can be reached through mutual discussion or mediation within 30 days then the matter should be referred to Experts for advising on the issue.
- 24.4. In case the mediation does not help in resolution and it requires expertise to understand an issue, a neutral panel of 3 experts, agreeable to both parties should be constituted. The process of the expert advisory would be as follows:
- i. Aggrieved party should write to the other party on the failure of previous alternate dispute resolution processes within the timeframe and requesting for expert advisory. This is to be sent with a copy to the mediator.
 - ii. Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute
 - iii. The expert panel shall use his best endeavors to provide a neutral position on the issue.

- iv. If no resolution can be reached through the above means within 30 days then the matter should be referred to Arbitration.

- 24.5. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of Bombay, India. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Bombay, India. Any legal dispute will come under the sole jurisdiction of Bombay, India / State jurisdiction of Maharashtra, India
- 24.6. Compliance with laws: Each party will comply with all applicable export and import laws and regulations.
- 24.7. Risk of Loss: For each hardware item, Bidder bears the risk of loss or damage up to the time it is delivered to the Bidder/DGS-designated carrier for shipment to DGS or DGS's designated location.
- 24.8. Third party components: Bidder will provide all third party components solely on a pass-through basis in accordance with the relevant third party terms and conditions.

IN WITNESS WHEREOF the Parties have by duly authorized

Representatives set their respective hands and seal on the date first above

Written in the presence of:

WITNESSES:

Signed by:

(Name and designation) For and on behalf of DGS

(FIRST PARTY)

Signed by:

(Name and designation)

BIDDER

(SECOND PARTY)

(Name and designation) For and on behalf of Bidder

Signed by:

SCHEDULE I - DEFINITIONS

Adverse Effect	means material adverse effect on (a) the ability of the Bidder to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement;
Agreement	means this Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Assets	shall have the same meaning ascribed to it in Clause 10.1 (a)

Software	means the software designed, developed / customized, tested and deployed by the Bidder for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (including the COTS products used for the product), proprietary software components and tools deployed by the Bidder;
Business Hours	shall mean the working time for DGS users which is 9:30 AM to 6:00 PM. Again for Web Server and other components which enable successful usage of web portals of DGS the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance;
Certificate(s) of Compliance	Shall have the same meaning ascribed to it in Clause 5.4;
Confidential Information	means all information including DGS Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);

Control	<p>means, in relation to any business entity, the power of a person to secure</p> <p>(i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or</p> <p>(ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;</p>
Deliverables	<p>means the products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;</p>
Proprietary Information	<p>shall have the same meaning ascribed to it in Clause 19.1</p>
Effective Date	<p>shall have the same meaning ascribed to it in Clause 3.1;</p>
DGS Data	<p>means all proprietary data of the department or its nominated agencies generated out of operations and transactions, documents all taxpayers data and related information including but not restricted to user data which the Bidder obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;</p>

Final Acceptance Test	shall be conducted on completion of the following: 1) DGS Data Center operational, 2) Deployment & operational hardware and networking at requisite locations, 3) UAT of the overall integrated solution and portal.
Final Testing and Certification Agency	shall have the same meaning ascribed to it in Clause 5.4;
Force Majeure	shall have the same meaning ascribed to it in Clause 16.1;
Force Majeure Costs	shall have the same meaning ascribed to it in Clause 16.4 (b);
GoI	means the Government of India;
Indemnifying Party	shall have the same meaning ascribed to it in Clause 15.1;
Indemnified Party	shall have the same meaning ascribed to it in Clause 15.1;
Intellectual Property Rights	means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);

Escrow Agreement	An agreement that pursuant to Clause 23 provides for the regular deposit into escrow of all source code, object code, and documentation with respect to all public material and Service Provider's proprietary material (and cumulative updates thereof), together with (a) continually updated instructions as to the compilation, installation, configuration, deployment and use of the Source Code, and (b) a list of all non-deposited third party software used in conjunction with the Source Code to provide the full functionality of the deposited materials.
Insurance Cover	<p>Public liability insurance for an insured amount of [INR 1 lakh] per occurrence and not less than [INR 1 crore] in aggregate</p> <ul style="list-style-type: none"> - Either professional indemnity or errors and omissions insurance for an insured amount of [INR 1 lakh] per occurrence and not less than [INR 1 crore] in aggregate. - Product liability for an insured amount of [INR 1 lakh] per occurrence and not less than [INR 1 crore] in aggregate. - Workers compensation as required by law
Additional Insurance	Not Applicable
Material Breach	means a breach by either Party (DGS or Bidder) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
Required Deliverables	shall have the same meaning ascribed to it in Volume I of the RFP;
Parties	means DGS and Bidder for the purposes of this Agreement and " Party " shall be interpreted accordingly;

Performance Bank Guarantee	Means the guarantee provided by a Nationalized / Scheduled Bank in favour of the Bidder. The amount of Performance Bank Guarantee shall be 10% of the total contract value. This Performance Bank Guarantee shall be valid from the date of execution of contract or an earlier date and shall continue till sixty days after the completion of all contractual liabilities including warranty obligations and defect liability period as per CVC guidelines;
Planned Application Downtime	means the unavailability of the application services due to maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from DGS as applicable;
Planned network outage	means the unavailability of the network services due to infrastructure maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure. Prior intimation of such planned outage shall be given and approval sought from DGS as applicable and shall be notified at least two working days;
Project	means Project Implementation (roll out) and Maintenance in terms of the Agreement;
Project Implementation	means Project Implementation as per the testing standards and acceptance criteria prescribed by DGS or its nominated agencies;
Project Implementation Phase	shall be from the Effective Date of the Agreement to the date of final acceptance testing & certification as set out in Clause 5.4 of this Agreement;
Project Implementation Unit (PIU)	shall be constituted by DGS to monitor the activities, deliverables and progress of the Project.;

Project Timelines	shall have the same meaning ascribed to in Annexure C;
Providing Party	shall have the same meaning ascribed to it in Clause 12.5;
Receiving Party	shall have the same meaning ascribed to it in Clause 12.5;
Replacement Bidder	means any third party that DGS or its allied offices appoint to replace Bidder upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
Required Consents	means the consents, waivers, clearances and licenses to use DGS's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that DGS or their allied offices are required to make available to Bidder pursuant to this Agreement;
Services	means the services delivered to the Stakeholders of DGS or its allied offices, employees of DGS or its allied offices, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Bidder including the tools of information and communications technology and includes but is not limited to the list of services specified in Annexure B;
Service Level	means the level of service and other performance criteria which will apply to the Services delivered by the Service provider
SLA	means the Performance and Maintenance SLA executed as part of this Master Service Agreement;
Term	shall have the same meaning ascribed to it in Clause 3.1;
Third Party Systems	means systems (or any part thereof) in which the Intellectual Property Rights are not owned by DGS or Bidder and to which Bidder has been granted a license to use and which are used in the provision of Services;

Unplanned Application Downtime	means the total time for all the instances where services in the software requirement specification document prepared by the Implementation Agency are not available for more than 5 consecutive minutes;
Network	in Nodal Agency users refers to all the IT assets installed by the Implementation Agency as part of the Project for networking;
Unplanned network outage	means the total time for all the instances where services in the software requirement specification document prepared by the Implementation Agency are not available for more than 5 consecutive minutes;
Application	means the software application developed as a part of scope of work set out in Clause 2.1
Application Downtime	means the time for which user/s is not able to access the application. However, in calculating downtime, scheduled downtime (for example, backup time,) would not be considered;
Network Uptime	Uptime refers to network availability between Nodal Agency's Head Quarters to Data center. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total time in the month (in minutes) multiplied by 100;
Warranty / AMC Period	The warranty shall be at least one year beyond the service period of the project for all hardware, software and other components comprising of the solution and any extended period notified by DGS.
Safety and Security	Shall, in addition to those specified in 12.4, include the requirements specified in Volume – II of the RFP.
Value of the Project / Cost of the Project / Project Cost	shall have the same meaning ascribed to it in Volume – I of the RFP

Go – Live	<ul style="list-style-type: none"> i. Procurement, successful deployment and commissioning of the hardware and Networking equipment at the DC and DRC locations ii. Approval of SRS iii. High level design document iv. Low level design document v. Development and Implementation (pref. on stage server) vi. Training vii. User Acceptance testing viii. Safe To Host Certification ix. Go-Live – Production server available for Stakeholders x. Achievement of the Service Levels require for Go-Live xi. Acceptance / Sign off from DGS
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SCHEDULE II – CHANGE CONTROL SCHEDULE

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“MSA”), Project Implementation Phase, SLA and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Bidder and changes to the terms of payment as stated in the Terms of Payment Schedule.

DGS and Bidder recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Bidder will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and DGS will work with the Bidder to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement and other documents except for the changes in SLAs for which a separate process has been laid out in Clause 12 of the SLA Agreement.

CHANGE MANAGEMENT PROCESS

CHANGE CONTROL NOTE ("CCN")

- i. Change requests in respect of the MSA, the Project Implementation, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure A hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
- ii. The Bidder and DGS, during the Project Implementation Phase and DGS during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of services including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.
- iii. It is hereby also clarified here that any change of control suggested beyond 20 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 20% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the Bidder and accepted by DGS or its nominated agencies or as decided and approved by DGS or its Nominated Agencies. For arriving at the cost / rate for change upto 20% of the project value, the payment terms and relevant rates as specified in Annexure D shall apply.
- iv. The SLAs defined in this contract are subject to modifications/amendments in view of the annual review or to meet any other project requirements. Any such change in SLA will not be considered as a change request.

a. Quotation

- i. The Implementing Agency shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the SI shall provide as a minimum:

1. a description of the change
 2. a list of deliverables required for implementing the change;
 3. a time table for implementation;
 4. an estimate of any proposed change
 5. any relevant acceptance criteria
 6. an assessment of the value of the proposed change;
 7. Material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work
- ii. Prior to submission of the completed CCN to DGS, the Bidder will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the SI shall consider the materiality of the proposed change in the context of the MSA and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

b. Quotation

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the SI meets the obligations as set in the CCN. In the event the SI is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the SI.

c. Obligations

The SI shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. SI will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact.

SCHEDULE III – EXIT MANAGEMENT SCHEDULE

1. PURPOSE

- 1.1. This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management SLA.
- 1.2. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 1.3. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2. TRANSFER OF ASSETS

- 2.1. DGS shall be entitled to serve notice in writing on the Bidder at any time during the exit management period as detailed hereinabove requiring the Bidder and/or its consortium partners to provide DGS with a complete and up to date list of the Assets within 30 days of such notice. DGS shall then be entitled to serve notice in writing on the Bidder at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Bidder to transfer the Assets, if any, to DGS or its nominated agencies in accordance with the provisions of relevant laws.
- 2.2. In case of contract being terminated by DGS, DGS reserves the right to ask Bidder to continue running the project operations for a period of 6 months after termination orders are issued.
- 2.3. Upon service of a notice under this Article the following provisions shall apply:
 - i. In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Bidder, the Bidder shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to DGS.
 - ii. All risk in and title to the Assets to be transferred / to be purchased by DGS pursuant to this Article shall be transferred to DGS, on the last day of the exit management period.

- iii. Bidder shall be paid the depreciated book value of the infrastructure cost and other assets. The depreciation rates and method followed will be as per Income Tax Rules.
- iv. Payment to the outgoing Bidder shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
- v. The outgoing Bidder will pass on to DGS and/or to the Replacement Bidder, the subsisting rights in any leased properties/ licensed products on terms not less favorable to DGS/ Replacement Bidder, than that enjoyed by the outgoing Bidder.

3. COOPERATION AND PROVISION OF INFORMATION

During the exit management period:

- i. The Bidder will allow DGS or its allied offices access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable DGS to assess the existing services being delivered;
- ii. promptly on reasonable request by DGS, the Bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Bidder or consortium partner appointed by the Bidder). DGS shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Bidder shall permit DGS to have reasonable access to its employees and facilities as reasonably required by the Chairman, Project Implementation Unit (PIU) to understand the methods of delivery of the services employed by the Bidder and to assist appropriate knowledge transfer.

4. CONFIDENTIAL INFORMATION, SECURITY AND DATA

- 4.1. The Bidder will promptly on the commencement of the exit management period supply to DGS or its nominated agency the following:
- i. information relating to the current services rendered and customer and performance data relating to the performance of consortium partners in relation to the services;
 - ii. documentation relating to Project's Intellectual Property Rights;
 - iii. documentation relating to Consortium Partners;
 - iv. all current and updated data as is reasonably required for purposes of DGS transitioning the services to its Replacement Bidder in a readily available format nominated by DGS, its nominated agency;
 - v. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable DGS, or its Replacement Bidder to carry out due diligence in order to transition the provision of the Services to DGS, or its Replacement Bidder (as case may be).
- 4.2. Before the expiry of the exit management period, the Bidder shall deliver to DGS or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.
- 4.3. Before the expiry of the exit management period, unless otherwise provided under the MSA, DGS or its nominated agency shall deliver to the Bidder all forms of Bidder confidential information, which is in the possession or control of DGS or its users.

5. EMPLOYEES

- 5.1. Promptly on reasonable request at any time during the exit management period, the Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to DGS or its nominated agency a list of all employees (with job titles) of the Bidder dedicated to providing the services at the commencement of the exit management period.

- 5.2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Bidder to DGS or its nominated agency, or a Replacement Bidder ("Transfer Regulation") applies to any or all of the employees of the Bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- 5.3. To the extent that any Transfer Regulation does not apply to any employee of the Bidder, department, or its Replacement Bidder may make an offer of employment or contract for services to such employee of the Bidder and the Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Chairperson, PIU or any Replacement Bidder.

6. TRANSFER OF CERTAIN AGREEMENTS

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

7. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 7.1. The Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to DGS or its nominated agency or its Replacement Bidder and which the Bidder has in its possession or control at any time during the exit management period.
- 7.2. For the purposes of this Schedule, anything in the possession or control of any Bidder, associated entity, or Consortium Partner is deemed to be in the possession or control of the Bidder.
- 7.3. The Bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

8. EXIT MANAGEMENT PLAN

- 8.1. The Bidder shall provide DGS or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. plans for the communication with such of the Bidder's consortium partners , staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on DGS's operations as a result of undertaking the transfer;
 - iii. (if applicable) proposed arrangements for the segregation of the Bidder's networks from the networks employed by DGS and identification of specific security tasks necessary at termination;
 - iv. Plans for provision of OEM support for the hardware and software components and any other contingent support for a period of 9 months after the expiry or termination of the contract period as the case may be.
- 8.2. The Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- 8.3. Each Exit Management Plan shall be presented by the Bidder to and approved by DGS.
- 8.4. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Bidder complying with its obligations under this Schedule.
- 8.5. In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
- 8.6. During the exit management period, the Bidder shall use its best efforts to deliver the services.
- 8.7. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

- 8.8. This Exit Management plan shall be furnished in writing to DGS within 90 days from the Effective Date of this Agreement.

SCHEDULE IV – AUDIT, ACCESS AND REPORTING

1. PURPOSE

This Schedule details the audit, access and reporting rights and obligations of DGS or its nominated agency and the Bidder.

2. AUDIT NOTICE TIMING

- 2.1. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, DGS or its nominated agency and thereafter during the operation Phase, DGS or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Bidder any further notice of carrying out such audits.
- 2.2. DGS or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Bidder, a security violation, or breach of confidentiality obligations by the Bidder, provided that the requirement for such an audit is notified in writing to the Bidder 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 Bidder considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.
- 2.3. The frequency of audits shall be a (maximum) half yearly, provided always that DGS or its nominated agency shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Bidder. Any such audit shall be conducted by with adequate notice of 2 weeks to the Bidder.

- 2.4. DGS will ensure that any 3rd party agencies (except CAG) appointed to conduct the audit will not be the competitor of Bidder and will be bound by confidentiality obligations.

3. ACCESS

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

4. AUDIT RIGHTS

- 4.1. DGS or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
- i. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of DGS 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 Bidder has complied with the relevant technical standards, and has adequate internal controls in place; and
 - iv. The compliance of the Bidder with any other obligation under the MSA and SLA.
 - v. Security audit and implementation audit of the system shall be done voluntarily by the bidder, once each year, the cost of which shall be borne by the Bidder.

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

5. AUDIT RIGHTS OF SUB-CONTRACTORS

- 5.1. Bidder shall not subcontract any work without DGS's prior written consent

6. ACTION AND REVIEW

- 6.1. Any change or amendment to the systems and procedures of the Bidder, or consortium partners, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- 6.2. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to DGS or its nominated agency and the Bidder Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

7. TERMS OF PAYMENT

DGS shall bear the cost of any third party audits and inspections as per the scope of work defined in Volume –II of the RFP.

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

SCHEDULE V – GOVERNANCE SCHEDULE

1. PURPOSE

The purpose of this Schedule is to:

- i. establish and maintain the formal and informal processes for managing the relationship between DGS and the Bidder including the outputs from other Schedules to this Agreement;
- ii. define the principles that both Parties wish to follow to ensure the delivery of the Services;
- iii. ensure the continued alignment of the interests of the Parties;
- iv. ensure that the relationship is maintained at the correct level within each Party;
- v. create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- vi. set out the procedure for escalating disagreements; and
- vii. enable contract administration and performance management.

2. GOVERNANCE STRUCTURE

- 2.1. Project Managers: The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.
- 2.2. Project Implementation Unit (PIU): Within 7 days following the Effective Date, DGS, Project Consultant and the Bidder shall each appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within 7 days of the substitution.
- 2.3. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- 2.4. The PIU will meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of Quarterly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues escalated in accordance with the escalation procedure as set out in the

Governance Schedule; (iv) matters to be brought before the PIU in accordance with the MSA and the Schedules; (v) any matter brought before the PIU by the Bidder under this Article; and (vi) any other issue which either Party wishes to add to the agenda.

- 2.5. In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the PIU any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.

3. GOVERNANCE PROCEDURES

- 3.1. The Bidder shall document the agreed structures in a procedures manual.
- 3.2. The agenda for each meeting of the PIU shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the PIU, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.
- 3.3. All meetings and proceedings will be documented such documents to be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- 3.4. The Parties shall ensure as far as reasonably practicable that the PIU shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- 3.5. In order formally to submit a Disputed Matter to the aforesaid for a, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.
- 3.6. The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the parties are

unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action as per the process mentioned in article 9.1.

- 3.7. All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).
- 3.8. If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavors to reduce the elapsed time in reaching a resolution of the Disputed Matter.

SCHEDULE VI – TERMS OF PAYMENT SCHEDULE

As per the payment terms defined in volume I of RFP.

ANNEXURES

ANNEXURE A – FORMAT FOR CHANGE CONTROL NOTICE

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

Part B : Evaluation	
(Identify any attachments as B1, B2, and B3 etc.)	
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation:	
(including a schedule of payments)	
Other Relevant Information:	
(including value-added and acceptance criteria)	
Authorised by the Bidder	Date:
Name:	
Signature:	
Change Control Note	CCN Number :

Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected	
Requires Further Information (as follows, or as Attachment 1 etc.)	
For DGS and its allied offices	For the Bidder
Signature	Signature
Name	Name
Title	Title
Date	Date

ANNEXURE B – LIST OF SERVICES PROVIDED BY THE BIDDER

As per the scope of work defined in Volume II of RFP.

ANNEXURE C – REQUIRED DELIVARABLE AND ASSOCIATED TIMELINES

As per deliverables and timelines defined in Volume I of RFP.

ANNEXURE D – BID

Bid Response

ANNEXURE E – BILL OF MATERIAL

As per the bill of material and the proposal submitted by the Bidders.

ANNEXURE F – ROLES AND RESPONSIBILITIES OF THE PARTIES

Roles and Responsibilities of Bidder

- a. Preparation of Detailed Project Plan in line with the overall plan provided in the RFP. The same should be prepared in consultation with DGS.
- b. Procure, install, commission, operate and maintain :
- c. Requisite hardware & system software at Data Center and Disaster Recovery Centre as per the requirements mentioned in this RFP
- d. Meet the defined SLAs for the performance of the system.
- e. Addressing technology obsolescence by appropriate upgradation, replacement and / or replenishment of systems deployed at data centre and disaster recovery centre
- f. Insure the entire hardware against the infrastructure deployed at DC and DRC for the entire duration of the contract against vandalism, theft, fire and lightening.
- g. Keep all system software i.e. OS, antivirus, office applications etc., for Servers, PCs etc. at DC and DRC, up to date by installing regular upgrades / patches.
- h. Rectification of system software problems due to crashing or malfunctioning of the OS, RDBMS or front end within the time limits to meet the SLAs as defined in RFP.
- i. Develop / customize, deploy and maintain the requisite Software Solution as per the requirements of DGS.
- j. Provide necessary support for the resolution of bugs, patches & upgrades of the software solution.
- k. Provide necessary manpower for managing the Change Requests.
- l. Design various manuals like User manual, Trouble Shooting manual etc. for the system.
- m. Provide computer basic skills training and advanced training on application modules to the staff members and stakeholders of DGS.
- n. Maintain the business continuity.

- o. Deploy the required manpower to manage the operations.
- p. Ensuring the SLAs for downtime of system, software development / customization, procurement and delivery of hardware & networking equipments, errors in data entry are met.
- q. Management and quality control of all services and infrastructure.
- r. Regular Backup as per the schedule and Disaster Recovery.
- s. Generation of MIS reports as per the requirements of DGS.
- t. Generation of the report for the monitoring of SLAs.
- u. Meet the defined Technical Specifications for the IT Infrastructure including Hardware and networking equipment keeping in mind the application and future requirements of the DGS
- v. Obtaining relevant Certifications and adherence to respective Industry Standards as detailed in the RFP.
- w. Any other services which is required for the successful execution of the project.

Roles and Responsibilities of DGS

- a. Provide adequate space, connectivity at DC and DR for setting up of infrastructure, software development and other activities to be carried out by the Bidder.
- b. Coordination between all the divisions for providing necessary information for the study and development / customization of the necessary solution.
- c. Coordinate with Bidder for conducting workshops for the Stakeholder departments.
- d. Provide the data available in the form of physical files or existing databases to the selected Bidder for data migration purposes.
- e. Ensure that Data Backups are being taken regularly by Bidder as per the schedule agreed upon.

- f. Ensure that the hardware and other infrastructure deployed at DC and DRC meets the specifications as mentioned in RFP and is maintained properly to meet the SLAs as defined in RFP.
- g. Monitoring of overall timelines, SLAs and calculation of penalties accordingly.
- h. Conducting UAT for the application solution deployed.
- i. Issuing the Acceptance Certificate on successful deployment of the software application, hardware deployed and for other components of the Scope of Work (wherever required).
- j. To create internal capacity now for execution of the project after takeover from the Bidder.
- k. Ensuring the staff members and other stakeholders attend the training programs as per the schedule defined by the Bidder and agreed upon by DGS.
- l. Provide sign off on the deliverables of the project including SRS, design documents etc.
- m. Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.
- n. Arrange for safe to host audits
- o. Arrange for Audits of IMSO
- p. Arrange for CII – Audits

NON – DISCLOSURE AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

----- having its office at -----
----- India hereinafter referred to as ‘**DGS**’ or ‘-----
-----’, which expression shall, unless the context otherwise requires, include its
permitted successors and assigns);

AND

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

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and
individually as a ‘Party’.

WHEREAS:

1. DGS is desirous to implement the project of -----.
2. DGS and Bidder have entered into a Master Services Agreement dated <***> (the
“MSA”) as well as a Service Level Agreement dated <***> (the “SLA”) in furtherance of the
Project.
3. Whereas in pursuing the Project (the “**Business Purpose**”), a Party (“Disclosing
Party”) recognizes that they will disclose certain Confidential Information (as defined
hereinafter) to the other Party (“Receiving Party”).
4. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving
Party as the case may be and is being transferred to the Disclosing Party to be used only for
the Business Purpose and hence there is a need to protect such information from unauthorized
use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Implementation

Agency by: DGS

(Signature)

(Name): Shri.

(Designation):

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of the Nodal

Agency by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

- 1.
- 2.

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20---- at <***>, India.

BETWEEN

----- having its office at -----
----- India hereinafter referred to as ‘DGS’ or
‘Buyer’, which expression shall, unless the context otherwise requires, include its permitted
successors and assigns);

AND

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

Each of the parties mentioned above are collectively referred to as the ‘*Parties*’ and
individually as a ‘*Party*’.

WHEREAS:

DGS is desirous for development and maintenance of Long Range Identification and
Tracking System (LRIT)

2. DGS and Bidder have entered into a Master Services Agreement dated <***> (the
“MSA”).

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

The following parties are obligated to follow the procedures as specified by this Agreement:

(a) DGS

(b) Bidder

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED
THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN**

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of the Bidder by:	For and on behalf of DGS by:
(Signature)	(Signature)
(Name) XXX	(Name)
(Designation) XXXX	(Designation)
(Address) XXXX	(Address)
(Fax No.)	(Fax No.)

In the presence of:

1. _____

2. _____

1. ANNEXURE: SERVICE LEVELS

Service Level Agreement

1.1. Objectives

The objective of SLA is to clearly define the expected level of the services being offered by the Bidder (Successful Bidder) to the Purchaser (DGS) for the period of the contract or until the SLA has been amended. SLA defines the responsibility of the successful Bidder in ensuring adequate delivery of the deliverables and the services coupled with correctness of the same based on the performance indicators detailed out in this document.

Bidder shall provide services as defined in Section I which details out the scope of work in accordance with the conditions mentioned in Section to ensure adherence to project timelines and error free availability of the services.

1.2. Scope of SLA

This Agreement has been executed in relation to the outsourcing portion of the Project between the Parties. The detailed Service Levels have been set out below in this Agreement. This Agreement shall ensure the following:

- i. Establishment of mutual responsibilities and accountability of the Parties;
- ii. Definition each Party's expectations in terms of services provided;
- iii. Establishment of the relevant performance measurement criteria;
- iv. Definition of the availability expectations;
- v. Definition of the escalation process;
- vi. Establishment of trouble reporting single point of contact; and
- vii. Establishment of the framework for SLA change management

The following parties are obligated to follow the procedures as specified by this Agreement:

- i. DGS (Buyer/ Purchaser)
- ii. System Integrator

1.3. SLA categories

The SLA has been classified into two broad categories as given under.

- Category I: These are system delivery level targets which shall be adhered to during the design/ development and implementation of the LRIT system, these services may be considered as pre-requisites to the service level targets mentioned in the post implementation phase.
- Category II: These are business critical level targets which shall be adhered to post implementation/commissioning of the LRIT system. Default on any of the service levels mentioned under this will incur penalties as defined in this section.

The penalty will not exceed 5% of the total amount being paid to the Bidder during the payment period. The Service level agreement would be valid for the complete period of contract. This SLA may be reviewed and revised according the procedure detailed in SLA Change Control Mechanism.

1.4. Agreement Owners:

The following personnel shall be notified to discuss the Agreement and take into consideration any proposed SLA change requests:

	Title	Telephone	e-Mail
DGS or its Nominated Agencies/ Partners/ Purchaser/ Buyer	Authorized Representative	<***>	<***>
SI	<***>	<***>	<***>

1.5. Contact List

In the event that there is any change in the listed contacts, the same shall be communicated and updated prior to such change occurring. The Single Point of Contact (“POC”) for the SI shall be <***> and will be available 24X7.

	Title	Telephone	e-Mail
DGS or its Nominated Agencies/ Partners/ Purchaser/ Buyer	Authorized Representative	<***>	<***>
SI	<***>	<***>	<***>

1.6. Terms of Payments and Penalties

In consideration of the Services and subject to the provisions of the Bidder and this Agreement, the DGS shall pay the amounts in accordance with the Terms of Payment Schedule of the MSA.

For the avoidance of doubt, it is expressly clarified that DGS and/or its nominated agencies may also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the Bidder as a result of the failure of the Bidder to meet the Service Levels set out in this Agreement.

1. Document History

All revisions made to this Agreement shall be listed in chronological order as per the format set out below and a copy of the same shall be provided to the Parties:

Version	Date	Description of Changes
<***>	<***>	<***>

1.7. SLA measurement and monitoring

1.7.1. SLA applicable during Implementation phase

Category I: Implementation Phase			
Services	Parameter	Validation	Penalty
Adherence to project timelines & Deliverable schedule	Adherence to timelines as defined in the Deliverable schedule of the following: Phase I : NDC Setup Phase II: ASP & LRIT Software Development Phase III: DRC Setup	As per Delivery Timelines given in Volume I	Penalty covered under Liquidated Damages Clause – (a sum of 0.5% of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 5% of the corresponding deliverable value.)

Note: DGS - Steering Committee may consider to waive the corresponding implementation phase SLAs for a maximum period of 3 months and also recommend payments based on the bidders deliverables / milestones achievement.

1.7.2. SLA applicable during Operations & Maintenance phase

Category II: Operations & Maintenance Phase					
#	Services	Description	Validation	Level	Penalty
DC & DRC Operations					
1	Data Centre & DRC Availability: Uptime of various components at DC DR including but not limited to: <ul style="list-style-type: none"> a) Servers b) Storage c) Tape Library d) SAN e) Switches f) Routers Note: <ol style="list-style-type: none"> 1. Any downtime for maintenance shall be with prior written intimation and approval of DGS. 2. DGS - DR location is located at IMAC, Gurgaon. SI resource shall visit the DR site at IMAC, once in a week on a working 	SI shall ensure that all relevant events are logged and such logs are made accessible to the DGS for review/report through SLA monitoring tool in a readable format.	Monthly SLA Monitoring Average of the day wise uptime of each component shall be taken for the arriving at the monthly score for that component. Quarterly SLA Monitoring Average of the month-wise scores shall be taken for the quarterly measurement. Measured using SLA monitoring tool.	>=99.5%	No Penalty
				98.5% - 99.5%	2% penalty on the quarterly billing of the Bidder. If SLA breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause.
				Below 98.5%	3% penalty on the quarterly billing of the Bidder. If SLA breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause

Category II: Operations & Maintenance Phase					
#	Services	Description	Validation	Level	Penalty
	<p>day as a routine, during the Operations & Maintenance phase</p> <p>3. In addition if required, SI should provision to attend DR site for all issues which require immediate attention.</p>				
LRIT Application - Operations & Maintenance					
1	Availability of the LRIT system/Application	24/7 availability of the LRIT system	Monthly report on application availability	>=99.5%	No Penalty.
			Non Availability of even one of the service would amount to deviation of this purpose	98.5% - 99.5%	2% penalty on the monthly bill of the Bidder. If SLA breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause.
			Measurement Tool: Reports from SLA monitoring tool	Below 98.5%	3% penalty on the quarterly billing of the Bidder. If SLA breach continues for consecutive

Category II: Operations & Maintenance Phase					
#	Services	Description	Validation	Level	Penalty
					3 quarters, DGS may decide to invoke breach clause.
2	Completion of Change Request by the Bidder	SI shall ensure all the Change Request are completed in the mutually agreed timelines	Measurement of response time from the time Action Plan of Implementation of Change Request provided by the Service Provider is approved by DGS to the time it is delivered for UAT by the DGS. (Go – live)	As per mutually agreed timelines	0.5 % of the payment due against the CR
3	Resolution of Tickets logged	Measurement of resolution time from the time ticket is logged to the time it is resolved/closed in the tool.	Average must be achieved within time for resolution for at least 95% of the cases in a quarter.	<= 24 hours	No penalty
				>24 hours and <= 3 days	1 % penalty on the quarterly billing of the Bidder. If SLA breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause.
				>3 days	2 % penalty on the quarterly

Category II: Operations & Maintenance Phase					
#	Services	Description	Validation	Level	Penalty
					billing of the Bidder. If SLA breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause
4	Manpower availability for DC, DRC - Operations and LRIT application management at DC and DRC	Number of shift days for which resource is present at the designated location/Total number of shift days	Attendance Registers / Biometric System Measurement Tool: Average out of all of the resources deployed by the Bidder	>99%	No Penalty
				95% - 99%	1 % penalty on the quarterly billing of the Bidder. If SLA breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause.
				Less than 95%	2 % penalty on the quarterly billing of the Bidder. If SLA breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause.

Category II: Operations & Maintenance Phase					
#	Services	Description	Validation	Level	Penalty
5	Adherence to Policies/ Adherence and maintenance of standard protocols/practices <ul style="list-style-type: none"> i. Updation of antivirus at desktop / server. ii. Adherence to backup policy of DGS. iii. Use of licensed software and maintenance of their updates iv. Compliance with standard operating procedures etc. v. Patch / update of software, applications, OS, device configuration and network devices with 100% compliance 	SI shall ensure to adhere to the policies of DGS	Quarterly SLA Monitoring Must achieve specified rating in 90% of the inspections carried out by the PMU.	100%	2 % penalty on the quarterly billing of the Bidder. If SLA breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause.
6	Security Components Availability: Uptime of various security	SI shall ensure the uptime of security components	Monthly SLA Monitoring Average of the day-wise uptime of each security appliance shall	>99%	No Penalty
				98% - 99%	1 % penalty on the quarterly billing of the Bidder. If SLA

Category II: Operations & Maintenance Phase					
#	Services	Description	Validation	Level	Penalty
	components including but not limited to: <ul style="list-style-type: none"> • Intrusion Detection Systems (IDS) • Intrusion Prevention System (IPS) etc. Any downtime for maintenance shall be with prior written intimation and approval of DGS		be taken for the arriving at the monthly score for that Perimeter security appliance. Quarterly SLA Monitoring Average of the month-wise scores for security appliances shall be taken for the quarterly measurement.	<98%	breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause. 2 % penalty on the quarterly billing of the Bidder. If SLA breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause.
7	Documentation Management: Maintaining document versioning (FRS, SRS, User training manual, change requests etc.), application version control, updates & patches etc.	SI shall ensure proper management of documents quarterly	Monitored based on the date of submission to NA and acknowledgement number provided for the same shall be available in the SLA monitoring tool.	At the end of every quarter Upto one week beyond the quarter end date More than a week beyond	No penalty 1 % penalty on the quarterly billing of the Bidder. If SLA breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause. 2 % penalty on the quarterly billing of the Bidder. If SLA

Category II: Operations & Maintenance Phase					
#	Services	Description	Validation	Level	Penalty
				the quarter date	breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause.
8	Implementation of recommendations of Third party audit and Internal Audit Findings	Implementation of recommendations from third party audit and internal audit findings, which have been agreed upon to be implemented by the SLA	Measurement Tool : SLA Monitoring Tool	100% on time, for recommendations agreed upon with the DGS implemented in the defined period	No penalty
				<100% on time, for recommendations agreed upon with the DGS implemented in the defined period	2 % penalty on the quarterly billing of the Bidder. If SLA breach continues for consecutive 3 quarters, DGS may decide to invoke breach clause.

**** Thresholds will be defined at the time of implementation**

1.8. Severity Definition Chart

Severity definition chart is tabulated below for reference

Support Category	Criteria	Resolution	Maximum Response Time
Urgent	There is a problem with part of the system, which impacts on DGS's decision making. No viable workaround is available. There is a likelihood of financial loss.	4 Hours	1 Hour
High	The efficiency of users is being impacted, but has a viable workaround.	6 hours	2 Hours
Medium	A low impact problem that affects the efficiency of users but has a simple workaround.	12 Hours	8 Hours
Low	A fault, which has no particular impact on processing of normal business activities.	One Week	8 Hours

1.9. Uptime Calculation for the month

- 1.9.1. The DGS would provide a maximum of 04 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per month per equipment/service.
- 1.9.2. The downtime for scheduled maintenance (patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between DGS and the Bidder. To reduce this time, various maintenance activities can be clubbed together with proper planning.
- 1.9.3. "Total Hours" means the total hours over the measurement period i.e. one month (24 hours * number of days in the month).

1.10. Cumulative Downtime

- 1.10.1. The recording of downtime shall commence at the time of registering the call with Bidder for any downtime situation for the equipment.
- 1.10.2. Downtime shall end when the problem is rectified and the application/ service is available to the user.
- 1.10.3. Down time will not be considered for following:
- 1.10.4. Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
- 1.10.5. Failover time (30 minutes) in case of cluster environment. Beyond which the service would be considered to be not available and appropriate penalty shall be imposed on the SI.
- 1.10.6. If the DGS elects to continue the operation of the machine / equipment, when a part of the machine is giving problem and leading to downtime, the commencement of downtime shall be deferred until the DGS releases the machine / equipment to the Bidder for remedial action.

1.11. Non Adherence to SLA

- 1.11.1. In case the Bidder is unable to adhere to the target levels mentioned in the SLA and the percentage of penalty due to defaults exceeds 5 percent for four consecutive months, then the penalty would be doubled in the fourth month and subsequently till the same is rectified for two consecutive months.
- 1.11.2. In case the Bidder defaults in the same category for four consecutive months, then the penalty would be doubled in the fourth month and subsequently for that category till the same is rectified for two consecutive months.
- 1.11.3. The cap of 10% as mentioned above will not be applicable in both cases 1.7.1 and 1.7.2.
- 1.11.4. These breach clauses 1.7.1 and 1.7.2 will be relaxed for the two quarters after go-live.

1.12. Breach of SLA

- 1.12.1. If the penalty continues for 6 consecutive months for the same category or over 10% across all categories, DGS may invoke breach and terminate the contract. The decision of DGS in this regard shall be final and binding on the Bidder, the DGS will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

- 1.12.1.1. DGS issues a show cause notice to the SI.
- 1.12.1.2. Bidder should reply to the notice within three working days.
- 1.12.1.3. If the DGS authorities are not satisfied with the reply, the DGS will initiate termination process as described in clause 41 of Section III, GCC.

1.13. Exclusions

The Bidder shall be exempted from any delays on SLA parameters arising from the delay in approvals, reviews, suggestions etc from the DGS's side. Any such delays shall be notified in written by the DGS

1.14. Monitoring and Auditing

DGS will review the performance of Bidder against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / audit can be scheduled or unscheduled. The results will be shared with the Bidder as soon as possible. DGS reserves the right to appoint a third-party auditor to validate the SLA

1.14.1. Reporting Mechanism

The Bidder's representative will prepare and submit SLA performance reports in an agreed upon format by the 5th working day of subsequent month of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events.

1.14.2. Issue Management Procedures

1.14.2.1. General

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

1.14.2.2. Issue Management Process

- i. Either DGS or Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.

- ii. DGS and the SI's representative will determine which committee or executive level should logically be involved in resolution.
- iii. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- iv. The DGS and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
- v. In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.

1.15. SLA Change Control

1.15.1. General

It is acknowledged that this SLA may change as DGS's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- i. A process for negotiating changes to the SLA.
- ii. An issue management process for documenting and resolving particularly difficult issues.
- iii. DGS and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner.
- iv. Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

1.15.2. SLA Change Process

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be DGS's monthly review meetings.

1.15.3. Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a urgent threshold of change has occurred.

1.16. Management Escalation Procedures

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that DGS and Bidder management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

1.16.1. All issues would be raised to the project management team, which is completely responsible for the day to day aspects of the implementation. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.

1.16.2. If project management team is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. Top management will make decisions based on the options/ risks presented.

1.16.3. In case one or both the parties are unsatisfied with the decision of the top management of the DGS, the dispute will be resolved as specified in this RFP

1.17. Performance Review

The POC's of both the Buyer and the Implementation Agency shall meet on a quarterly basis to discuss priorities, service levels and system performance. Additional meetings may be held at the request of either the Bidder or DGS. The agenda for these meetings shall be as follows:

- i. Service performance;
- ii. Review of specific problems/exceptions and priorities; and

- iii. Review of the operation of this Agreement and determine corrective action to overcome deficiencies.

1.18. Indemnities

The Parties agree to indemnify each other under this Agreement in accordance with the terms and principles set out in the MSA.

1.19. Miscellaneous

a. Assignment and Charges

This Agreement shall be binding on and ensure for the benefit of each Party's successors in title. No Party shall assign, or declare any trust in favour of a third party over, all or any part of the benefit of, or its rights or benefits under, this Agreement.

b. Governing Law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at the State of Maharashtra shall have jurisdiction over matters arising out of or relating to this Agreement.

c. Waiver of sovereign immunity

The Parties unconditionally and irrevocably:

- i. agree that the execution, delivery and performance by them of the Agreement constitute commercial acts done and performed for commercial purpose;
- ii. agree that, should any proceedings be brought against a Party or its assets, property or revenues in any jurisdiction in relation to the Agreement or any transaction contemplated by the Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of such Party with respect to its assets;
- iii. waive any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- iv. consent generally to the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in

any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

d. Variation

This Agreement may only be varied in writing and signed by both Parties

e. Waiver

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

- i. Shall be in writing
- ii. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- iii. Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- iv. Shall not affect the validity or enforceability of this Agreement in any manner.

f. Exclusion of implied warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

g. Survival

- i. Termination or expiration of the Term shall:
 - not relieve the Bidder or the Buyer, as the case may be, of any obligations hereunder which expressly or by implication survive hereof; and
 - except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or

omissions of such Party prior to the effectiveness of such termination or expiration or arising out of such termination or expiration.

- ii. All obligations surviving termination or expiration of the Term shall cease on termination or expiration of the Term.

h. Entire Agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.