



भारत सरकार / GOVERNMENT OF INDIA  
पोत परिवहन मंत्रालय / MINISTRY OF SHIPPING

नौवहन महानिदेशालय, मुंबई  
DIRECTORATE GENERAL OF SHIPPING, MUMBAI

No.10-CC(3)/2019

10.08.2020

Bid Summary for VC Project

Sr. No.	Bid Information	Details
1.	RFP Issuing Authority	Directorate General of Shipping
2.	RFP Reference No and Date	10-CC(3)/2019 date 10.08.2020
3.	Project Name	Request for Proposal for Selection of System Integrator for Video Conferencing Solution Based Oral Examination
4.	RFP Document Fee	There is no RFP Document Fee for this Project
5.	Earnest Money Deposit (EMD)	INR 15,00,000/-
6.	Availability of RFP	RFP can be downloaded from : i) Central Public Procurement Portal (CPPP) <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> ii) DGS website <a href="http://www.dgshipping.gov.in/">http://www.dgshipping.gov.in/</a>
7.	Last date, time (deadline) and submission of proposals in response to RFP notice	31/08/2020 at 17.00 hrs Submission of proposal will happen through Central Public Procurement Portal : <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
8.	Last date and time (deadline) for receipt of EMD in response to RFP notice	31/08/2020 at 17.00 hrs Submission of scanned copies will happen through Central Public Procurement Portal : <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> , where as Original copy through RPD at Directorate General of Shipping, Government of India, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai -
9.	Date, time and Venue of Opening of Pre-qualification Bid	02/09/2020 at 11:00 hrs Directorate General of Shipping, Government of India, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai - 400042
10.	Date, time and venue of opening of Technical Proposals received in response to the RFP notice	02/09/2020 at 11:30 hrs Directorate General of Shipping, Government of India, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai - 400042
11.	Place, time and date of Technical Presentations by the bidders	To be communicated later

12.	Place, time and date of opening of Commercial Proposals received in response to the RFP	To be communicated later
13.	Performance Bank Guarantee	10% of project cost/work order
14.	Validity of the Proposal	Bidder proposals shall remain valid for a period of 180 days from last date of submission of Bid.
15.	Currency	Currency in which the Bidders may quote the price and will receive payment is Indian Rupees only.
16.	Contact person	Asstt. Director General of Shipping (eGov) Directorate General of Shipping, Government of India, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai – 400042, email ID: dgship-dgs@gov.in
17.	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%

  
(Rajesh Kumar)

Asstt. Hydrographic Surveyor(Admn)

(RE-TENDER)

Request for Proposal  
*for*  
Selection of System Integrator for Video  
Conferencing Solution Based Oral Examination



Ministry of Shipping, Government of India  
Kanjurmarg (East), Mumbai – 400 042

**Volume 1 of 3**  
**Instruction To Bidders**

**RFP No: 10-CC(3)/2019**

**Re-Tender Date: 10<sup>th</sup> Aug, 2020**

## **Disclaimer**

- a. This Request for Proposal (“RFP”) is issued by the Directorate General of Shipping (DGS), Ministry of Shipping, GoI.
- b. 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.
- c. 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.
- d. 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

Sr. No.	Acronym	Description
1.	RFP	Request for proposal
2.	COC	Certificate of Competency
3.	DGS	Directorate General of Shipping
4.	MMD	Mercantile Marine Department
5.	IMO	International Maritime Organization
6.	STCW	Standards of Training, Certification and Watchkeeping
7.	SI	System Integrator
8.	DC	Data Centre
9.	DRC	Data Recovery Centre
10.	VC	Video Conference
11.	UAT	User Acceptance Testing
12.	OEM	Original Equipment Manufacturer
13.	BOM	Bill of Materials
14.	CMMi	Capability Maturity Model Integration
15.	ISO/IEC	International Organization for Standardization/International Electrotechnical Commission
16.	ASC	Annual Service Contract
17.	AMC	Annual Maintenance Contract
18.	API	Application Program Interface

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## 1 Fact Sheet

Sr. No.	Bid Information	Details
1.	RFP Issuing Authority	Directorate General of Shipping
2.	RFP Reference No and Date	10-CC(3)/2019 dated 01.06.2020
3.	Project Name	Request for Proposal for Selection of System Integrator for Video Conferencing Solution Based Oral Examination
4.	RFP Document Fee	There is no RFP Document Fee for this Project
5.	Earnest Money Deposit (EMD)	INR 15,00,000/-
6.	Availability of RFP	RFP can be downloaded from : i) Central Public Procurement Portal (CPPP) <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> ii) DGS website <a href="http://www.dgshipping.gov.in/">http://www.dgshipping.gov.in/</a>
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8.	Last date and time (deadline) for receipt of EMD in response to RFP notice	31/08/2020 at 17.00 hrs Submission of scanned copies will happen through Central Public Procurement Portal : <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> , where as Original copy through RPD at Directorate General of Shipping, Government of India, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai - 400042
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11.	Place, time and date of Technical Presentations by the bidders	To be communicated later
12.	Place, time and date of opening of Commercial Proposals received in response to the RFP notice	To be communicated later

Sr. No.	Bid Information	Details
13.	Performance Bank Guarantee	10% of project cost/work order
14.	Validity of the Proposal	Bidder proposals shall remain valid for a period of 180 days from last date of submission of Bid.
15.	Currency	Currency in which the Bidders may quote the price and will receive payment is Indian Rupees only.
16.	Contact person	Asstt. Director General of Shipping (eGov) Directorate General of Shipping, Government of India, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai – 400042, email ID: admn-dgs@nic.in
17.	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%

**Important Note:** *Proposals/Bids submitted without Bid Security (EMD) shall summarily be rejected.*

## 2 Purpose of the RFP

The Directorate General of Shipping intends to transform their existing Oral Examination system in to a Video Conferencing Solution i.e. Video as a medium based Oral Examination system while ensuring such system is leveraged to the extent possible with the existing Information Technology. In this context, the Directorate General of Shipping invites proposals (bids) to this Request for Proposal for selection of System Integrator for the Video Conferencing Solution based Oral examination as described in Volume 2 of this RFP “Scope of Work”.

This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in Volume 1 of this RFP. The tenure of the contract of the successful bidder shall be for a period of 5 yrs

## 3 Structure of RFP

Directorate General of Shipping invites bids from eligible parties (hereafter referred as “Bidder”) for appointment as System Integrator to provide a comprehensive solution as specified in Volume 2 of this RFP (Scope of Work).

This Request for Proposal (RFP) for Selection of System Integrator for Video Conferencing Solution Based Oral Examination comprises of the following:

a. **Volume 1:** Instruction to Bidders

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

b. **Volume 2:** Scope of Work i.e. Functional, Technical and Post Implementation (O&M) Requirements

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
- Post Implementation (O&M) 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 Directorate General of Shipping.

c. **Volume 3:** Master Service Agreement (MSA), including general conditions of contract, Service Level Agreement (‘SLA’) and Non-Disclosure Agreement (‘NDA’).

***This document is RFP Volume-1***

## 4 Project Background

### 4.1 About DGS

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, regulation of employment and welfare of seamen, development of coastal shipping, augmentation of shipping tonnage, examination and certification of seafarers, supervision and control of the allied offices under its administrative jurisdiction.

The Indian Government is a signatory to many IMO Instruments, and as a member state, has the responsibility to implement the 2010 Manila amendments to IMO's STCW convention 1978. Accordingly, Indian Government has, through the Ministry of Shipping, notified the Merchant Shipping (Standards of Training, Certification and Watch-keeping for Seafarers), Rules 2014 on 30<sup>th</sup> July 2014, and the Indian Maritime Administration had brought these rules into force from 1<sup>st</sup> January 2015.

The Directorate General of Shipping, as a maritime administrator, is responsible for the compliance, monitoring and enforcement of M.S.(STCW) Rules 2014. The Directorate has compiled "Training, Examination, Assessment Programme" (TEAP) to elucidate the certification process for the various competencies required for the seafarers.

### 4.2 M.S. (STCW) & TEAP Regulation

International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW) was established in 1978 to standardize minimum standards relating to training, certification and watch keeping for Seafarers. During IMO's **STCW Convention at Manila in 2010** one of amended code was to prevent fraudulent practices associated with certificates of competency and strengthen the evaluation process (monitoring of Parties' compliance with the Convention).

The Government of India notified the IMO'S STCW (Merchant Shipping Standards of Training, Certification and Watch-keeping for Seafarers) Rules, 2014 and designed TEAP to serve as a supporting document to the MS.(STCW) Rule 2014, providing necessary guidelines, procedures for certification of the various ranks of seafarers, and provides details of the training courses, sea-going service requirements, training requirements, examination, assessment and eventual award of certificate of competency/proficiency to the various ranks of seafarers. Details are briefed in the following link:

<http://www.dgshipping.gov.in/writereaddata/ShippingNotices/201505191224526716388TEAPAConsolidatedRev1.May2015-compressed.pdf>

### 4.3 Purpose of VC based Oral Examination

The rapid pace of technology and the specialization requirements, viz., different types and sizes of ships sailing, various trading areas and routes and diversity of commodities transported etc., places extra-ordinary demands on seafarers in terms of competency requirements, trainings etc posing challenges to the regulators and regulated alike.

Being a maritime administrator and responsible for enforcement of M.S. (STCW) Rules 2014, DGS conducts function wise written and Oral examination for different grades/classes under the MS (STCW) Rules and issues Certificate of Competency (CoC) for seafarers covering the Engineering and Nautical streams, across all Mercantile Marine Department (MMD) centers in Mumbai, Kolkata, Kandla, Cochin, Noida, Chennai, Vishakhapatnam and DGS office (Mumbai).

In this context DGS intends to implement a video conferencing solution that will effectively utilize information and communication technology and will transform the **Oral Examination** methodology & assessment into a transparent, secure, integrated and highly effective conduct of Oral examination from different DGS designated Centers. Seafarer(s)/Examinee(s) shall book slot at any one of the DGS designated centre and their assigned examiner(s) (internal & external) shall be able to conduct oral examination from any other DGS designated centre across India. The Video conferencing solution (VC System) shall record audio & video stream at central server on MeitY empanelled DC & DRC and integrate with the existing DGS eGovernance System, ePariksha System and 3<sup>rd</sup> party System.

### 4.4 Video Conferencing Project Stakeholders

The stakeholders are the individuals, groups, or other organizations that are impacted directly or indirectly by the project. They are further classified into External and Internal based on the Stakeholder Analysis.

#### 4.4.1 Internal Stakeholders

The Internal Stakeholders of the VC System Project are listed as follows

- a. Directorate General of Shipping (DGS)
- b. Mercantile Marine Department (MMD)

#### 4.4.2 External Stakeholders

The External Stakeholders of the VC System Project are listed as follows

- a. DGS e-Governance System Integrator
- b. ePariksha System Integrator
- c. 3<sup>rd</sup> Party System
- d. VC System Integrator
- e. Examiners (Internal and External)
- f. Examinee/Seafarer

#### 4.4.3 Users of VC System Project

The user of the VC System Project is listed as follows:

- a. Directorate General of Shipping (DGS)
- b. Mercantile Marine Department (MMD)
- c. Examiners (Internal and External)
- d. Examinee/Seafarer

## 4.5 Roles & Responsibilities

### a. Directorate General of Shipping (DGS):

- i. Co-ordinate and Provide administrative support to the selected System Integrator for implementation and maintenance of Video Conferencing Solution (VC System).
- ii. Provide overall strategy and policy guidance to the envisioned project
- iii. Provide day to day leadership to the project
- iv. Co-ordinate to integrate with e-Governance System and ePariksha System i.e. eligible Examinee, profile of Empanelled Examiners (Internal & External), function, grade, subject wise Question and Examinee's Marks update
- v. Co-ordinate with 3<sup>rd</sup> party system to share required data for VC System
- vi. Verify/Update Oral examination Calendar for Slots booking
- vii. Provision of soundproof cabin/room to conduct Oral examination for examiners (Internal & External) and Examinees with infrastructure like power supply, table, chair, etc
- viii. Track Oral Examination activities across all Oral Examination centers

### b. Mercantile Marine Department (MMD)

- i. Provision soundproof cabins/rooms to conduct Oral examination for Examinee or examiners (Internal & External) with infrastructure power supply, table, chair, etc
- ii. Assign MMD officer to verify credentials & allocate Oral cabin/room for Examinee
- iii. Availability of all VC System related equipments at Oral Examination centre
- iv. Generate/Download function, grade & Subject wise daily slots Booking report and invite External Examiners at centre accordingly

### c. VC System Integrator:

- i. Prepare and submit the Project Management Plan for implementation of the project to DGS.
- ii. Prepare and participate in weekly/monthly the Project progress report
- iii. Adhere to the directions of DGS/MMD as and when provided
- iv. Prepare and deliver for approval all the deliverables such as Inception report, SRS, Design Documents etc. within a defined timeline, as agreed in the Project Management Plan and to the satisfaction of DGS/MMD, throughout the implementation phase.
- v. Install/configure/deploy all required hardware, software and dedicated leased line related to Video Conferencing Solution (VC System) at all DGS designated centers and get approval from DGS/MMD.
- vi. Install/configure and maintain Video Conferencing software and other related applications software at MeitY empanelled DC & DRC (Tier III)
- vii. Provide detailed training plan to project stakeholders identified by the DGS and report the results.
- viii. Ensure UAT readiness & conduct the UAT and report the results thereof to the DGS and obtain acceptance thereof.
- ix. Ensure completeness of the solution with respect to requirements and performance, acceptance expectations from the solution and get signoff from appropriate authority through the DGS.
- x. Ensure that VC System Hardware are deployed to meet the Functional & Technical Requirements provided in Volume-2 of this RFP
- xi. Ensure that the list of eligible examinee, examiner and Function, grade, subject wise Question & Answer integrated with VC System developing & sharing API to eGovernance, ePariksha and 3<sup>rd</sup> Party System.

- xii. Ensure that the VC System should be integrated with 3rd party system like Simulator and Face Recognition system through API call
- xiii. Ensure that VC system at adhere the functional requirements mentioned in Volume 2 of this RFP
- xiv. Ensure that Examinee wise marks and result status obtained should be updated/pushed on DGS eGovernance & ePariksha system.
- xv. Assist Surveyor (DGS/MMD)/MMD officers and third party for system audit on various parameters, of the system, if required. DGS shall bear the cost of the System Audit
- xvi. Coordinate with DGS e-Governance & ePariksha System Integrator and 3<sup>rd</sup> party system recommended by DGS as required, for ensuring that system seamlessly exchanges data with them
- xvii. Deploy and manage support system for addressing the issues and incidents/ticket raised by users like DGS/MMD/Examiner; resolve such issues and report the status to the DGS & MMD on a periodic basis using Grievances Redressal Mechanism.
- xviii. Prepare SLA report based in the SLA parameters given in RFP Volume-3 on a continuous basis and deliver it to DGS & MMD for review and necessary action
- xix. Prepare and deliver for approval all the deliverables such as, standard operating procedure (SOP), SLA Metrics, Issue Log and Resolutions, etc. within a defined timeline, as agreed, and to the satisfaction of DGS/MMD, throughout the contract period.
- xx. Provide Technology refresh Roadmap and Identify any patches/upgrades required and report it to DGS/MMD and if agreed, implement thereof
- xxi. Identify change requests and report to DGS for necessary action

**d. Examiner (Internal)**

- i. External Examiners' Profile creation on VC system
- ii. External Examiners 'availability updation on VC system
- iii. Acceptance of request for Video Conference session
- iv. Enable Hold or end Video Conference session
- v. Adjust screen frame as per requirements
- vi. Select Question one after another and allow to display Questions to Examinee if required during conducting Oral examination
- vii. Enter marks on VC System and verify marks given by External Examiner

**e. Examiner (External)**

- i. Acceptance of request for Video Conference session
- ii. Select Question one after another and allow to display Questions to Examinee if required during conducting Oral examination
- iii. Enable Hold or end Video Conference session
- iv. Enter marks on VC System

**f. Examinee**

- i. Oral examination application and payment on DGS e-Governance & ePariksha System
- ii. Slot Booking on VC System redirected after login on DGS portal
- iii. Download and Print Hall Ticket after successful Slot Booking
- iv. Appear for Oral examination at selected Centre with Hall ticket/Admit Card and required documents mentioned in Hall Ticket. Focus documents asked by Examiner (Internal & External) on Document camera.



## **5 General Instruction to Bidders**

### **5.1 Definitions**

- a. 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.
- b. 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.
- c. 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.
- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- e. Interested eligible Bidders may obtain further information and inspect the tender documents at the office of the ADG (eGov), Directorate General of Shipping, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai – 400042

### **5.2 Eligible Bidders**

- a. This invitation for bids is open to all Indian firms who fulfill pre-qualification criteria as specified in RFP Volume – 1, Section 7.14.
- b. Bidders declared by DGS and Government of India to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- c. Breach of general or specific instructions for bidding, general and special conditions of contract with DGS during the past 5 years may make a firm ineligible to participate in bidding process.
- d. A company shall submit only one response to the RFP.
- e. Consortium is allowed.

#### **5.2.1 Sole Bidders**

The Sole Bidder must be a System Integrator (SI) which has the capabilities to deliver the entire scope as mentioned in the RFP. The Sole Bidder cannot bid as a part of any other consortium bid under this RFP

#### **5.2.2 Consortium Firm Bidders**

Bids can be submitted by a consortium of firms. A consortium should not consist of more than 2 members (including the Lead/Prime Bidder). One of the Firms would be designated as a "Lead/Prime Bidder". The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFP. The Lead Bidder shall be overall responsible, whereas consortium members shall also be jointly responsible for the successful completion of the entire project. The list of Consortium Members needs to be declared in the Bid, which cannot be changed by the bidder later. Any change in the consortium member will need to be approved by DGS.

**The Lead Bidder will be responsible for:**

- a. The management of all Consortium Members who are part of the bid, and
- b. Providing Video Conferencing Solution, which includes design, procurement, development, installation and maintenance as per Scope of Work for Video Conferencing solution based Oral Examination in each cabin at DGS designated Centers.
- c. Host and maintain Video Conferencing Software and other application software on MeitY empanelled Cloud DC-DR.
- d. Provisioning of VC System hardware and secure connectivity at each Oral Examination cabin
- e. Provisioning for Grievance Redressal Mechanism
- f. Successful Integration with DGS e-Governance, ePariksha and 3<sup>rd</sup> party System and Testing.
- g. Provisioning of resources for support and maintenance to adhere SLA during contract period

**Bids submitted by a consortium should comply with the following requirements also:**

- a. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members. Entire execution of the Contract, including payment, shall be done exclusively by/with the Lead Bidder.
- b. Any of the Lead Bidders cannot be a consortium member with another bidder in a separate bid
- c. Any firm which is not a Lead Bidder to this RFP cannot be a consortium member in any other bid submitted against this RFP

Internal arrangement between the consortium members is left to the Bidders. It is the responsibility of the lead Bidder to ensure that all the other consortium members in the Bid are compliant to all the clauses as mentioned in the Bid, failing which bid can be disqualified.

### **5.3 Pre-Bid Conference**

The DGS conducted online Pre-Bid Conference on 29<sup>th</sup> June,2020

### **5.4 Bidders Queries and DGS Responses**

DGS has incorporated queries raised by Bidder in this document

### **5.5 Supplementary Information /Corrigendum/Amendment to RFP**

At any time prior to the last date for receipt of bids, DGS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by issuing Corrigendum/Addendum/ Clarification.

- a. The Corrigendum/Addendum/Clarification will be notified in writing or by email or hosted on the designated web site, which can be accessed by any prospective bidders who have received the RFP document and will be binding on them.
- b. 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.

- c. In order to afford prospective bidders reasonable time to take the Corrigendum/Addendum / Clarification into account in preparing their bids DGS may, at its discretion, extend the last date for the receipt of bids.

## **5.6 Firm Price**

- a. 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.
- b. 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.
- c. 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.
- d. A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.

## **5.7 Bid Price**

- a. 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.
- b. 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.
- c. 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 RFP, 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 by the Bidder within the lump sum contract price, at no extra cost to DGS and without any impact to DGS whatsoever.
- d. Unless expressly indicated, bidder shall not include any technical information regarding the services in the Price bid.
- e. 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 System Integrator (SI) is reimbursable after producing documentary evidence.
- f. The Price Bid must be detailed. A summary should be included in the form of the pricing matrices given in this RFP.

## **5.8 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.

## **6 Key Requirements of the Bid**

### **6.1 Rights to Terminate the Process**

- a. 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.
- b. 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. The commencement of such negotiations does not, however, signify a commitment by DGS to execute the contract or to continue with further negotiations.

### **6.2 Acceptance Part/Whole Bids/Modification – rights Thereof**

- a. DGS may at any time, by a written order given to the Bidder, make changes to the scope of the contract as specified.
- b. 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 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.
- c. 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.
- d. DGS reserves the right to negotiate the terms and conditions of the commercial bid with the selected bidder seeking a revision in the bid thus submitted.
- e. DGS also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder

### **6.3 RFP Document Fee**

- a. The Bidders shall not required to pay RFP/tender document fee
- a. The Bidders shall download the RFP/tender document from the Central Public Procurement Portal i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) as mentioned in the Fact sheet, RFP Vol-1, Section-1.
- b. The downloading of the RFP documents shall be carried out strictly as provided on the web site.

### **6.4 Earnest Money Deposit**

- a. All bids submitted in response to this RFP document shall be accompanied by Earnest Money Deposit (EMD) of (Rs. 15,00,000/-) (Rupees Fifteen Lakhs) in the form of
  - I. **Demand Draft drawn in favour of “Directorate General of Shipping, payable at Mumbai or**
  - II. **Bank Guarantee (BG) issued by a nationalized/scheduled bank in India, drawn in favour of “Directorate General of Shipping, payable at Mumbai”** 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
- b. Bid Security shall be valid for a period of 180 days from the last date of submission of the Bid.
- c. Bid security in any other form will not be accepted.
- d. The EMD is required to protect the DGS against the risk of Bidder's conduct, which would warrant the EMD forfeiture

- e. The EMD of all 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.
- f. The EMD amount is interest free and will be refundable to the bidders, without any interest accrued thereon.
- g. Bidders claiming Special category concessions from the Government shall be governed under respective provisions and guidelines of the Government of India. Bidders submitted their bids under the given category would be required to submit certification issued by appropriate agency of the Government to substantiate their claim for their benefit hence solicited.
- h. The Bid/proposal submitted without EMD, mentioned above, will be summarily rejected.
- i. The Bidder has to upload the scanned image of the BG towards EMD (mentioned in the Proposal Fact Sheet) along with the online bid submission. The actual Bank Guarantee shall be submitted at the address, time and date as mentioned in Fact Sheet.
- j. The EMD may be forfeited:
  - i. If a bidder withdraws its bid during the period of bid validity.
  - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
  - iii. 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
  - iv. If the Bidder tries to influence/jeopardize the bidding/evaluation process or submits any forged documents

## **6.5 Submission of Proposal**

- a. The Bidders should submit their responses as per the format given in this RFP Vol-1 in the following manner:
  - i. Pre-Qualification Proposal
  - ii. Technical Proposal
  - iii. Commercial Proposal
- b. 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.
- c. Submission of proposal will happen through Central Public Procurement Portal.
- d. 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.

## **6.6 Authentication of Bids**

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

## **6.7 Bidder Authorisation**

- a. The "Bidder" as used in the RFP documents shall mean the one who has signed the RFP/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.
- b. It is further clarified that the individual signing the RFP/tender or other documents in connection with the RFP/tender must certify whether he/she signs as the Constituted attorney of the firm, or a company.
- c. The authorization shall be indicated by written power-of-attorney accompanying the bid.

- d. Any change in the Principal Officer/authorized signatory shall be intimated to DGS in advance.

## **6.8 Consortium Conditions**

- a. The Consortium shall have not more than 2 members (including the Lead/Prime Bidder). The equity of each partner of the consortium shall be stated clearly in the MoU submitted by the bidder
- b. 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 maintaining the Video Conferencing Solution Based Oral Examination to DGS including warranty and comprehensive AMC obligations on a turn-key basis.
- c. 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 RFP/tender or extended period and should be irrevocable for the above periods and should include clause nominating the Lead member to act on behalf of all the Consortium members.
- d. The prime/lead member must be authorized to receive instruction/communication 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 prime/lead partner.
- e. 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.

## **6.9 Local Conditions**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

## **7 Preparation and Submission of Proposal**

### **7.1 Proposal Preparation Cost**

- a. 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.
- b. DGS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **7.2 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.

### **7.3 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 initialed by the person or persons signing the Bid.

### **7.4 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 as mentioned in Fact sheet, RFP vol-1, Section-1.

### **7.5 Late Bids**

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

### **7.6 Modification & Withdrawal of Bids**

- a. No Bid may be altered/modified after submission to the DGS. Unsolicited correspondences in this regard from Bidder will not be considered.
- b. 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.
- c. 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.
- d. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

### **7.7 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.



## 7.8 Contacting DGS

- a. 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.
- b. 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.

## 7.9 Bid Submission

- a. Bidders are required to enroll on the e-Tendering website on the link provided in the Fact sheet, RFP Vol-1, Section-1.
- b. As part of the enrolment process, the Bidders will be required to choose a unique user name and assign a password for their accounts.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. The proposal should contain AT LEAST 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
- h. 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.

Sr. No.	Particulars	Refer to
A	<b>Pre-Qualification Bid Format</b>	
PQ1		Form 1: Bank Guarantee for Earnest Money Deposit
PQ2		Form 2: Certificate of Conformity/No-deviation
PQ3		Form 3: Declaration of No Conflict of Interest
PQ4		Form 4: Compliance Sheet for Pre-Qualification Proposal
PQ5		Form 5: Details of Experience of Bidders in various Projects
PQ6		Form 6: Experience of Bidders to provide Video Conferencing Solution
PQ7		Form 7: Particulars of Bidder
PQ8		Form 8: Financial Capabilities
PQ9		Form 9: Format for Consortium Agreement
PQ10		Form 10: Details of ineligibility for corrupt or fraudulent



		practices/blacklisted
B	<b>Technical Bid Format</b>	
PQ11		Form 11: Technical Bid - Covering Letter
PQ12		Form 12: Proposed Project Plan
PQ13		Form 13: Approach & Methodology
PQ14		Form 14: Technical Solutions
PQ15		Form 15: Compliance Sheet for Technical Evaluation Matrix
PQ16		Form 16: Certificate from HR Demonstrating its Organisation Strength
PQ17		Form 17: Deployment of Resource
PQ18		Form 18: Profile of Resource
PQ19		Form 19: Capacity Building & Training Plan
PQ20		Form 20: Details of Items (BoM)
PQ21		Form 21: Format for Manufacturer's Authorization
PQ22		Form 22: Technology Roadmap & Refresh Plan
PQ23		Form 23: Exit Management Plan
C	<b>Commercial Bid Format</b>	
PQ24		Form 24: Commercial Bid

#### **Commercial Bid:**

The commercial bid format has been given as a standard format with the RFP/tender document. Bidders are required to provide details as per the format specified in RFP vol-1, Form 24. If the format is found to be modified by the bidder, the bid will be rejected.

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

### **7.10 Evaluation of Bids**

- a. DGS will constitute a *Proposal Evaluation Committee* to evaluate the responses of the bidders
- b. 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.
- c. 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.
- d. The *Proposal Evaluation Committee* may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The *Proposal Evaluation Committee* reserves the right to reject any or all proposals on the basis of any deviations without assigning any reason thereof.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in the RFP.

### 7.11 Tender Opening

- a. The Proposals submitted will be opened by the officer authorized by DGS in the presence of Bidders or their representatives who may be present at the time of opening.
- b. 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.

### 7.12 Bid Validity

- a. The Bids shall remain valid for 180 days from the last date of submission of commercial bid prescribed by DGS. A bid valid for a shorter period shall be rejected by DGS as non-responsive.
- b. In exceptional circumstances, DGS may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email/fax/post). The Bid security validity shall also be suitably extended. A Bidder may refuse the request without forfeiting his Bid security. A bidder granting the request will neither be required nor permitted to modify his bid.

### 7.13 Criteria for Evaluation

- a. The overall objective of this evaluation process is to select the capable and qualified firm in the business domain of design, developing and rolling out the Video Conferencing solution based Oral examination related VC System Software, other application software, hardware and other infrastructure, Security, 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 designated centers.
- a. 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.
- b. The technical score of all the bidders would be calculated as per the criteria mentioned below
- c. Proposals of Bidders would be evaluated as per Technical Evaluation Criteria.

### 7.14 Pre-Qualification Criteria

- a. 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.
- b. A format for the Pre-qualification Proposal is as follows [Please customize this list on the basis of Pre-Qualification Criteria Finalized below]

Sr. No	Criteria	Pre-Qualification Criteria description	Supporting Document	Response (Yes / No)	Reference in Response to Pre-Qualification Bid (Section # and Page #)
1.					
2.					

Sr. No	Criteria	Pre-Qualification Criteria description	Supporting Document	Response (Yes / No)	Reference in Response to Pre- Qualification Bid (Section # and Page #)
3.					

**c. The Pre-Qualification Criteria for Bidders are as follows:**

PQ	Basic Requirement	Specific Requirements	Supporting Documents Required
1.	Legal Entity	<p>The <b>bidder/Lead Bidder</b> in case of consortium should be a company registered under the provisions of the Indian Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008.</p> <p><b>In case of consortium</b>, the consortium members should be a company registered under the provisions of the Indian Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008.</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&amp;D in development of Information and Communication Technology</p>	<ul style="list-style-type: none"> <li>▪ Certificate of incorporation / Partnership deed</li> <li>▪ GST Registration</li> <li>▪ Certificate of commencement of business (if applicable)</li> </ul> <p>(Such supporting documents should be submitted for Bidder/all the consortium members, as applicable)</p>
2.	Annual Turnover	<p>The Bidder/Prime Bidder in case of consortium should have minimum turnover of 35Cr in each year during the preceding three financial years ending 31st March 2019.</p> <p>Such Annual Turnover should have been generated from Information Technology Projects <sup>(a)</sup> &amp; Video Conferencing Solution (VC System) in Govt. or Private domain.</p>	Financial statements of the last three financial years; 2018-2019, 2017-2018, 2016-2017 certified by statutory auditors
3.	Net worth	The Bidder/Prime Bidder should have a positive net worth for last 3 consecutive years (i.e. 2018-2019, 2017-18 and 2016-17 (Final, if available or Provisional).	CA Certificate for the preceding 3 Years
4.	Technical Capability	Bidder/Single firm or any member of the consortium should have <b>successfully completed at least the</b>	Completion Certificates from the client;

PQ	Basic Requirement	Specific Requirements	Supporting Documents Required
		<p><b>following numbers of ‘Video Conferencing Solution (VC System) Project’ for past 3 years</b> which shall consist of minimum number of 50 video conference locations <b>(single project) as on 31-03-2020</b> value specified herein:</p> <ol style="list-style-type: none"> <li>One project of similar nature not less than the Rs. 5 Crores in value; OR</li> <li>Two projects of similar nature with each being not less than Rs 2.5 Crores in value; OR</li> <li>Three projects of similar nature with each being not less than Rs 2.0 Crores in value</li> </ol> <p>Note: work order with renewable clause and without change in materials</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 from the client</p>
5.	Certification	<p>The Bidder/Prime Bidder in case of consortium must have been certified with the following certifications</p> <ol style="list-style-type: none"> <li>CMMi Level 3 and above certification</li> <li>ISO 9001:2015 for quality management</li> <li>ISO/IEC 27001:2013 for information security management</li> <li>ISO 20000 for Information Technology Service Management</li> </ol> <p>Societies registered under Societies registration Act/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&amp;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	<p>The Bid can be submitted by an individual organization or a consortium of companies. Maximum 2 Nos. of consortium allowed (including the Lead/Prime Bidder)</p> <p>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 “Lead/Prime Bidder”. lead Bidder shall be solely responsible for the successful completion of the entire project</p>	<p>The original stamped consortium agreement indicating roles &amp; 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</p>

PQ	Basic Requirement	Specific Requirements	Supporting Documents Required
7.	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
8.	Blacklisting / Department 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"> <li>▪ Under the Prevention of Corruption Act, 1988;</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>▪ The Indian Penal Code</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ The Bidder/Consortium partners should not have been under debarred list as per GFR 2017, Rule 151</li> </ul>	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/Dept/Agency /DGS
9.	EMD	<p>The bidder/lead Bidder in case of consortium must submit EMD to DGS as mentioned in RFP Vol 1, Section 1 (Fact Sheet)</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&amp;D in development of Information and Communication Technology and Electronics, will be exempted from submission of EMD.</p>	Demand Draft (DD) or Bank Guarantee against EMD shall be submitted by Bidder in favour of Directorate General of Shipping, payable at Mumbai

PQ	Basic Requirement	Specific Requirements	Supporting Documents Required
10.	RFP document Fee	There is no RFP document Fee for this project	Not required
11.	Local office	The Bidder/at least one member of consortium should have presence in Mumbai with support centers. The Bidder should have technical manpower with experience to provide service at all locations for support under this contract.	A Self Certified letter by an authorized signatory

**Note:**

- a. **‘Information Technology Projects’** relates to projects involving Application Software development, System Integration, Hardware supply & commissioning and Operations & Maintenance Services on the application and infrastructure.
- b. In case of System Integrators where the CMMi/ISO certification is under renewal, the System Integrators shall provide the details of the previous CMMi/ISO certification and the current assessment details for consideration in the RFP process.
- c. Only Project Citations completed/started in the last 3 financial years (2016-2019) will be considered for Assessment.

## 7.15 Technical Evaluation Criteria

Technical Bids of only those bidders who are found responsive and eligible as per the Pre-Qualification Criteria will be evaluated. Eligible bidders will be evaluated on the following criteria:

Sr. No.	Criteria	Basis for Valuation		Point System	Sub Criteria Max Marks	Section Maximum Marks	Form to be used/ Document Reference
A	COMPANY PROFILE					10	
1.	Bidder/Lead Bidder in case of consortium should have an Average turnover from Information Technology Projects <sup>(a)</sup> & Video Conferencing Solution (VC System) in Govt. or Private domain during 3 (three) preceding years (2016-17, 2017-18, 2018-19,) (Turnover details in Rupees Rs. 35Cr)	min 35 Cr and up to 40 Cr	3	5		Extracts from the audited Balance sheet and Profit & Loss;  Certificate from the statutory auditor  Form 7 & Form 8	
		Between 40 Cr and 45 Cr	4				
		Greater than or equal to 45 Cr	5				
2.	The bidder/Lead Bidder in case of consortium must have been assessed for Quality Certification (CMMi Certification )	ISO 9001:2015 or CMMi - Level 3 Certification	3	5		Copy of Certificate valid as on date  Form 2	
		CMMi - Level 4 and above Certification	5				
B	ORGANISATION'S EXPERIENCE					20	
1.	Bidder/Lead Bidder in case of consortium should have experience in Application Software, Hardware, Networking, Operation & Maintenance services in Govt. Dept & Pvt. in India in a maximum of 3 Nos. engagements of value more than 5 Cr that have either been	equal to 1 projects	2	10		Completion Certificates from the client;  OR  Work Order + Self Certificate of Completion (Certified by the Statutory Auditor);	
		equal to 2 projects	6				
		equal to or more than 3 projects	10				



Sr. No.	Criteria	Basis for Valuation	Point System	Sub Criteria Max Marks	Section Maximum Marks	Form to be used/ Document Reference
	completed or an ongoing project where Deliverable or milestone has been successfully met relevant to the experience. The work order should have been issued within the last 3 years, as on 31-03-2020					Form 2 & Form 5
2.	The Bidder/at least one member of consortium should have successfully executed at least 1 (one) Video Conferencing Solution for 50 or more location for single project (including leased line and application hosting on DC & DRC) with value of value more than 5 Cr that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience.  The work order should have been issued within the last 3 years, as on 31-03-2020	Equal to 50 locations Between 50 to 70 locations Equal to 70 or more locations	2 6 10	10		
<b>C</b>	<b>SOLUTION PROPOSED, APPROACH &amp; METHODOLOGY</b>				<b>20</b>	
1.	Understanding of project requirements	Overall Design & Architecture of Video Conferencing Solution based Oral examination, security and Compliance Requirements Functional Requirements	6	6		Form 13 & Form 14

Sr. No.	Criteria	Basis for Valuation	Point System	Sub Criteria Max Marks	Section Maximum Marks	Form to be used/ Document Reference	
		Technical Requirements					
2.	Video Conferencing Solution	Project Management Plan	6	6			
		Proposed Solution Design, Development, Integration and Implementation Methodology					
		User Acceptance Testing (UAT)					
		Quality Assurance / Control					
		Risk & Mitigation Plan					
		Cyber Security System					
		Documentation (viz., User Manuals, Training Manual, Test Plans, Acceptance Criteria)					
3.	Post Implementation Plan (O&M)	Application & Maintenance Support Methodology	6	6			Form 13 & Form 14
		SLA's Monitoring, Performance & optimization methodology					
		Change requests management					
		Audit Finding closures (TEAP guidelines & ISO 27000 requirements)					
4.	Capacity Building & Training Plan	Proposed training to DGS, MMD officers and Examiners including training material indicating training Batch size and number of days.	2	2			Form 16 & Form 19

Sr. No.	Criteria	Basis for Valuation	Point System	Sub Criteria Max Marks	Section Maximum Marks	Form to be used/ Document Reference
<b>C</b>	<b>RESOURCE REQUIREMENTS</b>				<b>10</b>	
1.	Project Manager	Education: BE/MCA and MBA Must have more than 10 years of IT/ITeS and, Video Conferencing based project experience Minimum 2 IT/ITeS/Video Conferencing Project implementation as Project Manager		2		Form 16 & Form 18
		equal to 2 Projects	1			
		More than Two Projects – <b>2 marks</b>	2			
2.	Solution Architect Technical Implementation Expert	Education: BE/MCA Must have mini 5 years of IT infrastructure application software design, development and Integration experience with 2 applications implementation experience	1 2	2		
		equal to 2 Projects	1			
		more than 2 Projects	2			
3.	Quality Assurance/Testing Personnel	Education: BE / B.Tech/MCA More than or equal to 3 Years' Experience as a Quality Assurance		2		
		equal to 3 yrs	1			
		more than 3 years	2			
4.	Database Administrator	Education: BE / B.Tech/MCA More than or equal to 5 Years' Experience in DBA		2		

Sr. No.	Criteria	Basis for Valuation	Point System	Sub Criteria Max Marks	Section Maximum Marks	Form to be used/ Document Reference
		equal to 5 years	1			
		more than 5 years	2			
5.	Videoconferencing Expert	Education: BE / B.Tech IT/Computers/ Electronics/ Electrical/Instrumentation experience Video Conferencing System to manage 2 (Two) projects		2		
		equal to 2 Projects	1			
		more than 2 Projects	2			
<b>D</b>	<b>PROPOSED TECHNICAL SOLUTION – Technical Presentation &amp; Demonstration</b>				<b>35</b>	
1.	Technical Presentation (Understanding of the requirement and quality and merit of the solution proposed) The evaluation committee may ask questions on the overall bid response	Detailed Project Plan covering scope of work, activities & deliverables as per timelines	5	35		Presentation to Authorities of DGS (Inclusive of any site visit for designated DGS officials which could be done before or after the presentation). Evaluation of this shall be communicated accordingly to the committee for awarding of marks. The bidders are expected to present their key resources which will be leading the implementation and whose profiles would be evaluated by the evaluation committee
		Solution Architecture and Design meeting all the proposed Functional Requirements	5			
		Approach and Methodology for implementation phase	6			
		Approach and Methodology for Post implementation (O&M) phase	5			
		Demonstration of Video Conferencing Solution based Oral examination (Life Cycle – Pre implementation, implementation and maintenance including Integration with legacy system)	7			
		Change Management and Training	2			

Sr. No.	Criteria	Basis for Valuation	Point System	Sub Criteria Max Marks	Section Maximum Marks	Form to be used/ Document Reference
		Risks as seen on this project and their mitigation plan proposed	5			
<b>E</b>	<b>EXIT MANAGEMENT PLAN</b>				<b>5</b>	
1.	Exit Management Plan	Clear and unambiguous narration of exit management activities of the bidder	5	5		Form 23
	<b>TOTAL</b>				<b>100</b>	

## 7.16 Commercial Bid Evaluation

- a. The Commercial 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.
- b. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- c. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d. Any conditional bid would be rejected.
- e. 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”.
- f. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- g. Bidder should provide all prices as per the prescribed format provided in Annexure.
- h. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (Zero) in all such fields.
- i. All the prices (even for taxes) are to be entered in Indian Rupees ONLY (%age values are not allowed)
- j. 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
- k. DGS reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- l. 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.
- m. Change Requests to Video Conferencing Solution software or any other related changes
- n. The Bid with the lowest bid price (L1) will be assigned 100%.
- o. Commercial Scores for other bids will be normalized using the following formula:  
Normalized Commercial Score of a Bid (Fn)= {(Commercial Bid price of L1/Commercial bid price of the Bid) X 100} %(adjusted to 2 decimals)

## 7.17 Final Bid Evaluation

In determination of the Best Value Bid, weightage of 70 and 30 shall be applied respectively to the normalized technical and commercial scores of each bid that was included in the commercial evaluation process.

A composite score shall be calculated for technically qualified bids only.

The weightage for the composite evaluation is as described below:

- a. Technical – 70%
- b. Commercial – 30%

In other words, the bid would awarded in favour of most competitive bidder by adopting the 70:30 weightage to technical and commercial scores respectively after duly normalizing the technical & commercial scores. The overall Composite score will be calculated as follows:

$$\mathbf{Bn = 0.70 * Tn + 0.30 * Fn}$$

Where

Bn = overall Composite score of the bidder

Tn = Normalized Technical score for the bidder

Fn = Normalized financial score of the bidder

The Bidder with the highest final composite score will be called as the Best Value Proposal and will be called for the contract. In case of a tie in the final composite score the bidder with higher Technical Score will be first invited for negotiations.

## **8 Award of Contract**

### **8.1 Award Criteria**

DGS will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal.

### **8.2 Right to Accept Any Proposal and To Reject Any or All Proposal**

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.

### **8.3 Notification of Award**

- a. 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.
- b. 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.

### **8.4 Contract Finalisation & Award**

- a. 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.
- b. 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.
- c. 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.
- d. 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.

### **8.5 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 Cost of contract 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 bidder fails to discharge their contractual obligations during



the period or DGS incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

## **8.6 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 Master Service Agreement is provided in RFP Vol-3.

## **8.7 Failure to Agree with the Terms & Conditions of RFP**

- a. Failure of the successful bidder to agree with the Draft Master Service Agreement and Service Level Agreement (SLA) 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.
- b. In such a case, the DGS shall invoke the Performance Bank Guarantee (PBG) of the successful Bidder.

## **9 Rejection Criteria**

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

### **9.1 General Rejection Criteria**

- a. Bids not qualifying under Pre-qualification criteria.
- b. Bids submitted without or improper EMD
- c. Bids received through Fax/e-mail except wherever required
- d. Bids which do not confirm unconditional validity of the Bid as prescribed in the Tender
- e. If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the Tendering Process
- f. Any effort on the part of a Bidder to influence the DGS's bid evaluation, bid comparison or contract award decisions
- g. Bids received by the DGS after the last date for receipt of bids prescribed by the DGS
- h. Bids without signature of person(s) duly authorized on required pages of the bid
- i. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- j. 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.
- k. 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.
- l. 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 RFP/tender.
- m. Bidders not complying with the General Terms and conditions as stated in the Tender Documents.
- n. Failure to furnish all information required by the RFP/Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect.

### **9.2 Technical Rejection Criteria**

- a. Technical Bid containing commercial details.
- b. Revelation of Prices in any form or by any reason before opening the Commercial Bid
- c. Failure to furnish all information required by the RFP/Tender Document or submission of a Bid not substantially responsive to the RFP/Tender Document in every respect.
- d. Bidders not quoting for the complete scope of work as indicated in the RFP/Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- e. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
- f. 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.

- g. If the bid does not conform to the timelines indicated in the bid.
- h. Bidder not complying with the eligibility criteria.

### **9.3 Commercial Rejection Criteria**

- a. Incomplete Price Bid
- b. Price Bids that do not conform to the RFP/Tender's price bid format.
- c. 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.
- d. 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.
- e. Bidders not quoting for the complete scope of work as indicated in the RFP/Tender documents, addendum (if any) and any subsequent information given to the Bidders.
- f. Revelation of Prices in any form or by any reason before opening the Commercial Bid

## 10 Project Timelines, Deliverables & Payment Terms

### 10.1 Project Timelines & Deliverables

Sr. No.	Milestone	Deliverables	Time to Completion (in Weeks*)
1.	Acceptance of LoI/Work Order or Agreement signing (whichever is earlier)	Signed Contract & PBG of 10% of total contract value	T
2.	Project Implementation Plan & Team mobilization	Project kick off meeting and Project Implementation Plan	T + 2
3.	System Requirements Study: a. Detailed requirement capture and analysis b. Software requirement c. Functional Requirement d. Application security requirements e. Mapping of FRS & SRS etc f. Deployment plan including procurement, testing, UAT & Acceptance plan g. Capacity Building & Training Plan should consist of following: i. Detailed Training Plan ii. Communication Plan iii. Training Materials	System Requirements Study Report	T + 3
4.	Procurement and Development of VC System Software like VC Software, application software for, Slot Booking, examiner's availability, Marks entry, Grievances, and Integration Software with Legacy system etc.		T + 5
5.	VC System Hardware & Software Infrastructure Procurement, installation and configuration including secure connectivity at all designated Oral Examination centers	Installation Acceptance Report from respective Oral Examination centers	T + 6
6.	Deployment of VC System software at MeitY approved DC & DRC for video conferencing solution	Challan of Hardware and other equipments from OEM Installation completion report Technical Test Results Technical Manuals	T + 7
7.	**User Acceptance Test	UAT Report	T + 8
8.	***Go-Live	Acceptance Report	T + 9
9.	Make required number of Oral Examination Centre/Room ready as per the specification provided in RFP out of list of centers approved by DGS	Installation Acceptance Report from respective MMD	****N + 2

10.	Validation by STQC for the component of Application software which is specifically developed for DGS	Software Testing/STQC Report/CERT-IN report	Within six month of signing the Agreement
11.	Operation and Maintenance SLA Compliance Reports (Monthly) should cover the following: a. Performance monitoring reports for VC 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. Audit/Standards Compliance Reports	SLA Compliance Reports (Monthly) Help desk queries report MIS report for Oral examination status	Agreement Period

\*‘T’ refers to project start date. This should be within 1 week of Issue of LOA/Work Order/signing of Agreement. Post implementation (maintenance) Phase will start from the date of Go-Live date and will last for 5 (Five) years. The certificate for successful UAT would be issued by DGS to System Integrator and that date would be considered as the Go-Live date.

\*\* Detailed UAT plan would need to be furnished by bidders

- a. Software Testing Documentation
- b. System Integration Tests (ST) including Performance Tests (PT)
- c. UAT Acceptance Testing Results
- d. UAT Completion Report
- e. Training
- f. Safe to Host Audit Report
- g. Go-Live certificate from DGS / Deployment in production
- h. Deployment in production and Sign-off from DGS

\*\*\* Go-Live refers to successfully conduct of Oral examination of at least 4 (four) Seafarers/Examinee at DGS recommended three different Oral examination centers.

\*\*\*\*\*"N" Refers to the date of the issuance of DGS notice to install Video Conferencing Solution (VC System) components as per Scope of Work at all designated Centers agreed by DGS

Above timelines are mentioned for selected Bidder/System Integrator to perform various activities under given milestones. Time taken by DGS for evaluation and approval of deliverables will be excluded from above timelines.

**Note:**

- a. DGS will constitute a steering committee to review the progress of the project
- b. 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
- c. DGS - Steering Committee may consider to accept/approve delays for reasons not attributable to vendor.

- d. DGS - Steering Committee may consider to extend the project for a maximum period of 3 months beyond the project implementation timelines (6 months)
- e. DGS - Steering Committee may be 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.

## 10.2 Payment Schedule

Sr. No.	Milestone	Billable Fee (% of Implementation Costs)
1.	Submission of Software Requirements Report	10% as a advance of the Implementation cost, against submission of additional BG of equivalent amount valid for 45 days beyond Go-Live date
2.	Supply of VC System Hardware for all Oral examination cabins/rooms at designated centres	35% of the quoted value of Implementation cost (Form 24B), Or 45% of the quoted value of Implementation cost (Form 24B) if not paid 10% as a advance against BG
3.	Successful installation, configuration of VC System Hardware, Software, Secure connectivity at all Oral examination cabins/rooms of designated Centres and Hosting on MeitY empanelled DC-DRC	50% of the quoted value of Implementation cost (Form 24B)
4.	Training of relevant staffs (contact person name and number will be provided by department) to all the designated centres/locations	100% of the quoted value of Training Cost (Form 24D)
5.	Completion of one year from the date of project commissioning sign off	5% of the quoted value of Implementation cost (Form 24B)
6.	Quarterly payment for next 5 years	20 Equal quarterly payment of quoted value of Operation and Maintenance for next 5 years (Form 24C) (Total Pay-out will not exceed 100% of total quoted cost )

### Note:

Payments against Change Requests where the effort is beyond 500 man days, would be made (as per Annexure 24D – Format for change control notice) as approved by Change Control Board/ Steering committee of DGS.

### 10.3 Terms of Payment

- a. 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.
- b. 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.

**The generic terms and condition of payment terms are as below:**

The selected agency shall have to procure satisfactory work completion certificate before raising invoices.

- a. The Work Completion certificate for the Successful Delivery and installation of the VC System Hardware, software and connectivity shall be issued by the following designated officers at the respective locations:

Sr. No.	Location	Designated officers/Signing Authority
1.	DGS Office (Kanjurmarg, Mumbai)	
2.	MMD Mumbai (MMD exam centre & MMD office)	
3.	MMD Kolkata	
4.	MMD Chennai	
5.	MMD Kochi	
6.	MMD Noida	
7.	MMD Kandla	
8.	MMD Visakhapatnam	

- b. Month wise hardware and Internet leased line issue tracker logs for every 3 months has to be shared with the department post approval by the DGS for the SLA's Monitoring
- c. The DGS & MMD shall not be charged for any repairs/replacements/reinstallation/logistics of the hardware
- d. All payment shall be released after submission of Invoice by the DGS within 45 working days only on receipt of invoices along with following supporting documents:
  - i. A confirmation report from the head of the Designated Oral examination centre
  - ii. Any other document necessary in support of the service performance acceptable to DGS
  - iii. O&M payment shall be made on quarterly basis
- e. Due payments shall be made promptly by the DGS, generally within 45 working days after submission of an invoice or request for payment by the supplier/selected bidder.
- f. The payment period shall be for the contract period of 5 years from the date of Go-Live of Video Conferencing project.
- g. The payments will be made only after any adjustments to be done with regards to penalties due to breach of SLAs.
- h. The currency or currencies in which payments shall be made to the supplier/selected bidder under this Contract shall be Indian Rupees (INR) only.
- i. All remittance charges will be borne by the supplier/selected bidder.

- j. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- k. Any penalties/liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- l. The department shall not be charged beyond the quoted amount in the financial bid submitted by agency.
- m. Taxes, if any and as applicable, will be deducted/paid as per the prevalent rules and regulations.



#### **10.4 Invoicing and Settlement**

- a. The Bidder shall submit its invoices in accordance with the following principles:
  - i. Generally and unless otherwise agreed in writing between the Parties, the bidder shall raise an invoice as per scheduled payment milestones; and
  - ii. Any invoice presented in accordance with this Clause shall be in a form agreed with DGS.
- b. 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.
- c. 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.
- d. Notwithstanding anything contained in clause (c) 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.
- e. The Bidder shall be solely responsible to make payment to its personnel, OEMs, third parties.

#### **10.5 Taxes**

- a. 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
- b. 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.
- c. 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.

#### **10.6 Concessions Permission Under Status**

Bidder, while quoting against this RFP, should take cognizance of all concessions admissible under various Statutes including the benefit under statutory provisions relating to GST, failing which, the bidder shall be required to bear the extra cost which arise on account of the bidder not availing concessional rates of levies like customs duty, excise duty, sales tax, etc. DGS shall not bear any responsibility to this effect. However, DGS may provide necessary assistance to the bidder for claiming the given concessions from the statutory authorities

concerned. In case of a reduction in the rate of tax claimed by the bidder, the requisite benefit arising out of the given reduction in the rate of tax shall be passed over to the DGS by the Bidder.

### **10.7 Adherence to Deliverables**

- a. The bidder has to deliver the deliverables mentioned in Timeline & 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.
- b. 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.

## 11 Annexures

### 11.1 Annexure 1: Pre-Qualification Bid Format

#### 11.1.1 Form 1: 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), 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 \_\_\_\_\_ 2020

Name of the Bank  
Signature & Name & Designation  
Seal of the Bank

### 11.1.2 Form 2: Certificate of Conformity/No-deviation

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

**To:**

**Date:**

**Directorate General of Shipping  
9<sup>th</sup> 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/install 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 :

### 11.1.3 Form 3: Declaration of No Conflict of Interest

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

**To:**

**Date:**

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

Sir,

Sub: Undertaking on No Conflict of Interest

I/We as System Integrator 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

#### 11.1.4 Form 4: 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.	PQ1			
2.	PQ2			
3.	PQ3			
4.	PQ4			
5.	PQ5			
6.	PQ6			
7.	PQ7			
8.	PQ8			
9.	PQ9			
10.	PQ10			

### 11.1.5 Form 5: Details of Experience of Bidders in various 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	
<b>General Information</b>			
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)	
<b>Project Details</b>			
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 latest AMC period with the client ( <i>From Month –Year to Month-Year</i> )		
11.	Please indicate whether the client is currently using the implemented solution		
<b>Size of the project</b>			
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		
<b>Narrative Description of the Project:</b>			
<b>Detailed Description of actual services provided by Bidder</b>			
<b>Documentary Proof:</b>			

**11.1.6 Form 6: Experience of Bidders for Providing Video Conferencing Solution**

Sr. No.	Name of the Client/engaging body	No. of locations	Name and Address/Tele phone No./email of officer to whom reference may be made
1.			
2.			

**11.1.7 Form 7: Particulars of Bidder (Please fill separate sheet for Consortium members)**

Sr. No.	Information Sought	Details to be Furnished
1.	Name and address of the bidding Company	
2.	In case of consortium, please indicate name of Lead Bidder	
3.	Incorporation status of the firm (public limited / private limited/ Society/Not for profit organization etc.)	
4.	Year of Establishment	
5.	Date of registration	
6.	ROC/Society Registration Reference No.	
7.	Details of registration with appropriate authorities for GST	
8.	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 :

### 11.1.8 Form 8: Financial Capabilities

<<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  
9<sup>th</sup> 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 2016-17 to FY 2018-19 was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
	Financial Year		
	2016-2017	2017 -2018	2018-2019
Annual Turnover			
Profit before Tax			
Profit after Tax			

(Signature of the Chartered Accountant)

Name :  
Designation :  
Membership Number :  
Date :  
Company Seal :  
Business Address :



### 11.1.9 Form 9: Format for Consortium Agreement

<<Company Letterhead>>

To:

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

Date:

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
1.			
2.			

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

1. Supply of VC System Hardware, System Software, leased line and Hosting on DC - DRC
2. Video Conference System Software (VC Software, Application Software, Integration Software) and Post Implementation (O&M)
3. Leased Line at all designated centres and Data Centre
4. Change Management/Training
5. Exit Management

I/We understand that if this information/declaration is 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

### 11.1.10 Form 10: Details of ineligibility for corrupt or fraudulent practices/blacklisted with any of the Gov 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  
9<sup>th</sup> 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 :

## 11.2 Annexure 2: Technical Bid Format

### 11.2.1 Form 11: Technical Bid - Covering Letter

<<On Bidder / Lead Bidder Letterhead>>

To:

Date:

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

**Subject:** “Selection of System Integrator for Video Conferencing Solution Based Oral Examination”

Dear Sir,

- a. We hereby request to be qualified with the Directorate General of Shipping as a Tenderer **for Procure, Design, Installation and Maintenance of Video Conferencing Solution Based Oral Examination** against “\_\_\_\_\_”. 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.
- b. 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.
- c. 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.
- d. The names and positions of persons who may be contacted for further information, if required, are as follows:
- i. Name: \_\_\_\_\_
  - ii. Designation: \_\_\_\_\_
  - iii. Telephone: \_\_\_\_\_
  - iv. E-mail id: \_\_\_\_\_
- e. 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.
- f. 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.
- g. We undertake, if our proposal is accepted, to provide all the services related for **“Procure, Design, Installation and Maintenance of Video Conferencing Solution Based Oral Examination”** put forward in the bid document or such features as may subsequently be mutually agreed between us and DGS or its appointed representatives.
- h. 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.
- i. 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 Annexure 1 of RFP 1.
- j. I/We understand that Directorate General of Shipping reserves the right to reject any application without assigning any reason thereof.
- k. 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 IPC Act in connection with the bid.

- l. 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.
- m. We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- n. We understand that the actual payment would be made as per the existing tax rates during the time of payment.
- o. 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.
- p. We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.
- q. 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.
- r. 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.
- s. 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.
- t. We understand you are not bound to accept any Proposal you receive.
- u. We hereby declare that our proposal/bid 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.
- v. I/We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.
- w. 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 :

### 11.2.2 Form 12: Proposed 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						

- a. 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.
- b. 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.

### 11.2.3 Form 13: Approach & Methodology

- a. 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 Video Conferencing Solution Based Oral Examination**.
- b. 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 RFP document. List of deliverables should also be identified and explained.
- c. The Bidder shall describe the knowledge base, best practices and tools that will be used by the project team for the execution of scope of work activities.
- d. The Bidder should cover details of the methodology proposed to be adopted for operation and maintenance of equipments and facilities related to Video Conferencing Solution (VC System).
- e. The Bidder shall cover the details for best practices from imparting similar kind of training for users in an organization similar to the DGS & MMD based on bidder's prior implementation experience in the same.
- f. Detailed Methodology and approach provided for training related to Video Conferencing Solution.
- g. Best practices from undertaking Change Management for users in an organization similar to DGS based on bidder's prior implementation experience in the same.
- h. Project Methodology should contain but not limited to following
  - i. Overall implementation methodology (Objective of phases, deliverables at each phase, etc.)
  - ii. Methodology for performing business design
  - iii. Methodology for quality control and testing of configured system
  - iv. Methodology of internal acceptance and review mechanism for deliverables by the Bidder.
  - v. Proposed Acceptance criteria for deliverables
  - vi. Methodology and approach along with proposed tools and processes which will be followed by the bidder during project implementation
  - vii. Change Management and Training Plan
  - viii. Risk and Mitigation plan and
  - ix. Quality management plan

#### **11.2.4 Form 14: Technical Solutions**

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.

- a. Detailed Project Plan covering scope of work, activities & deliverables as per timelines
- b. Approach and Methodology for implementation phase
- c. Solution Architecture and Design meeting all the proposed functionalities
- d. Demonstration of Video Conferencing Solution Based Oral Examination {Life Cycle - Pre Implementation, Implementation & Post Implementation (O&M) including Integration with legacy system (DGS eGov, ePariksha and 3rd Party System)}
- e. Change Management and Training
- f. Risks as seen on this project and their mitigation plan proposed
- g. Exit Management Plan

### 11.2.5 Form15: Compliance Sheet for Technical Evaluation Matrix

Sr. No.	Criteria	Basis for Valuation	Compliance ( Yes / No / Partial )	Bid Response, Format, Section and Page Ref. Number
<b>A</b>	<b>COMPANY PROFILE</b>			
1.	Bidder/Lead Bidder in case of consortium should have an Average turnover from Information Technology System i.e. Video Conferencing Solution/ Application Software, related development and Implementation services Govt. or Private domain during 3 (three) preceding years (2016-17, 2017-18, 2018-19,) (Turnover details in Rupees Rs. 35Cr)	min 35 Cr and up to 40 Cr		
		Between 40 Cr and 45 Cr		
		Greater than or equal to 45 Cr		
2.	The bidder/Lead Bidder in case of consortium must have been assessed for Quality Certification ( CMM i Certification )	ISO 9001:2015 or CMMi - Level 3 Certification		
		CMMi - Level 4 and above Certification		
<b>B</b>	<b>ORGANISATION'S EXPERIENCE</b>			
1.	Bidder/Lead Bidder in case of consortium should have experience in Application Software, Hardware, Networking, Operation & Maintenance services in Govt. Dept & Pvt. in India in a maximum of <b>3 Nos.</b> engagements of value more than 5 Cr that have either been completed or an ongoing project where Deliverable or milestone has been successfully met relevant to the experience. The work order should have been issued within the last 3 years, as on 31-03-2020	equal to 1 projects		
		equal to 2 projects		
		equal to or more than 3 projects		
2.	The Bidder/at least one member of consortium should have successfully executed at least 1 (one) Video Conferencing Solution for 50 or more location for single project (including leased line and application hosting on DC & DRC) with value of value more than 5 Cr that have either been	Equal to 50 locations		
		Between 50 to 70 locations		

	completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience.  The work order should have been issued within the last 3 years, as on 31-03-2020	Equal to 70 or more locations		
<b>C</b>	<b>SOLUTION PROPOSED, APPROACH &amp; METHODOLOGY</b>			
1.	Understanding of project requirements	Overall Design & Architecture of Video Conferencing Solution based Oral examination, security and Compliance Requirements		
		Functional Requirements		
		Technical Requirements		
2.	Video Conferencing Solution (VC System)	Project Management Plan		
		Proposed Solution Design, Development, Integration and Implementation Methodology		
		User Acceptance Testing (UAT)		
		Quality Assurance / Control		
		Risk & Mitigation Plan		
		Cyber Security System		
		Documentation (viz., User Manuals, Training Manual, Test Plans, Acceptance Criteria)		
3.	Post Implementation Plan (O& M)	Application & Maintenance Support Methodology		
		SLA's Monitoring, Performance & optimization methodology		
		Change requests management		
		Audit Finding closures (TEAP guidelines & ISO 27000 requirements)		



4.	Capacity Building & Training Plan	Proposed training to DGS, MMD officers and Examiners including training material indicating training Batch size and number of days.		
<b>C</b>	<b>RESOURCE REQUIREMENTS</b>			
1.	Project Manager	Education: BE/MCA and MBA Must have more than 10 years of IT /ITeS and, Video Conferencing based project experience Minimum 2 IT/ITeS/Video Conferencing Project implementation as Project Manager		
		equal to 2 Projects		
		More than Two Projects – <b>2 marks</b>		
2.	Solution Architect Technical Implementation Expert	Education: BE/MCA Must have mini 5 years of IT infrastructure application software design, development and Integration experience with 2 applications implementation experience		
		equal to 2 Projects		
		more than 2 Projects		
3.	Quality Assurance/Testing Personnel	Education: BE / B.Tech/MCA More than or equal to 3 Years' Experience as a Quality Assurance		
		equal to 3 yrs		
		more than 3 years		
4.	Database Administrator	Education: BE / B.Tech/MCA More than or equal to 5 Years' Experience in DBA		
		equal to 5 years		
		more than 5 years		
5.	Video Conferencing Expert	<u>Education: BE / B.Tech</u>		

		IT/Computers/ Electronics/ Electrical/Instrumentation experience Video Conferencing System to manage 2 (Two) projects		
		equal to 2 Projects		
		more than 2 Projects		
<b>D</b>	<b>PROPOSED TECHNICAL SOLUTION – Technical Presentation &amp; Demonstration</b>			
1.	Technical Presentation (Understanding of the requirement and quality and merit of the solution proposed) The evaluation committee may ask questions on the overall bid response	Detailed Project Plan covering scope of work, activities & deliverables as per timelines		
		Solution Architecture and Design meeting all the proposed Functional Requirements		
		Approach and Methodology for implementation phase		
		Approach and Methodology for Post implementation (O&M) phase		
		Demonstration of Video Conferencing Solution based Oral examination (Life Cycle – Pre implementation, implementation and maintenance including Integration with legacy system)		
		Change Management and Training		
		Risks as seen on this project and their mitigation plan proposed		
<b>E</b>	<b>EXIT MANAGEMENT PLAN</b>			
1.	Exit Management Plan	Clear and unambiguous narration of exit management activities of the bidder		
	<b>TOTAL</b>			

### 11.2.6 Form 16: 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:

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

Date:

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 31.01.2020

For <Organization Name>

HR Signature (with Organization Stamp)

HR Name

### 11.2.7 Form 17: Deployment of Resource

- The Bidder should provide a detailed resource deployment plan in place to ensure that technically qualified staff is available to deliver the project.
- 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
				M1	M2	M3	M4	M5	n		
1											
2											
3											

### 11.2.8 Form 18: 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														
		<i>(Starting with present position list in reverse order)</i>																		
11.	Relevant Experience	<p><i>(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments).</i></p> <p><i>(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.)</i></p> <p><i>Maximum 3 relevant Projects:</i></p> <table border="1"> <tr> <td><b>Name of Assignment/Project</b></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>					<b>Name of Assignment/Project</b>		Year		Location		Client		Main project features/functionality		Positions held		Activities performed	
<b>Name of Assignment/Project</b>																				
Year																				
Location																				
Client																				
Main project features/functionality																				
Positions held																				
Activities performed																				
12.	Certification	<p>I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience.</p> <p>Date: _____</p> <p>Place _____ Signature of the employee/Authorized Signatory</p>																		

### 11.2.9 Form 19: Capacity Building & Training Plan

Details of Training Plan for DGS officials

Sr. No.	Description	Duration
1.		
2.		
3.		

Details of Training Plan for MMD officials

Sr. No.	Description	Duration
1.		
2.		
3.		

Details of Practice/Training Plan for Examiner (Internal & External) at Oral Examination Centre

Sr. No.	Description	Duration
1.		
2.		
3.		
4.		

### 11.2.10 Form 20: Details of Items (BOM)

The Bidder should provide the proposed Bill of Material (BoM) for Video Conferencing Solution Based Oral Examination as per scope of work refer Volume 2 of This RFP. 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	Name of Item	Unit of measurement	Quantity	Make / Brand	Model Details	Full Compliance with RFP Requirements (Yes / No)
1.						
2.						

### 11.2.11 Form 21: Format for Manufacturer's Authorization

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

To:

Directorate General of Shipping  
9<sup>th</sup> 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 :

### 11.2.12 Form 22: Technology Roadmap & Refresh Plan

Details of Technology Roadmap with proposed action plan for Technology Refresh

### 11.2.13 Form 23: Exit Management Plan

Details of proposed Exit Management Plan

## **11.3 Annexure 3: Commercial Bid Proposal**

### **11.3.1 Form 24: Commercial Bid**

<<On Bidder/Lead Bidder Letterhead>>

**To:**

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

**Date:**

**Subject: Submission of the Commercial Bid for <Supply, Installation and Maintenance of Video Conferencing Solution Based Oral Examination>**

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 <\_\_\_/\_\_\_/2020> and our Proposal (Technical and Commercial Proposals). This amount is inclusive of the all applicable taxes.

**a. 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 GST during the time of payment.

**b. DEVIATIONS**

We hereby declare that all terms and conditions mentioned in RFP and Corrigendum are acceptable to us without any deviation and all the services shall be performed strictly in accordance with the bid documents.

**c. 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.

**d. TENDER PRICING**

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

**e. 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.

f. BID PRICE

We declare that our Bid price is for the entire scope of the work as specified in the <RFP Vol 2> shall remain fixed for a period of 5 years from the date of Notification of award. These prices are indicated Commercial Bid attached with our tender as part of tender.

g. 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 section 8.5 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

Thanking you,

Yours sincerely,

(Signature of the authorized representative of the Bidder)

Name and Title of Signatory:

Name of Firm:

Address:



### 11.3.2 Form 24A: Consolidated Cost

Sr. No	Particulars	Total Cost without GST (In INR)	Total Cost with GST (In INR)
1.	Implementation Cost (Format 24B)		
2.	Operation & Maintenance Cost (for 5 yrs) (Format 24C)		
3.	Training Cost (Format 24D)		
<b>Total Cost (In Figure)</b>			
<b>Total Cost (Words)</b>			

### 11.3.3 Form 24B: Implementation Cost

Sr. No.	Item	Qty.	Unit Rate in INR	Total without GST in INR [X]	GST rate in %	Total GST in INR [Y]	Total Cost with GST [X+Y]
<b>a</b>	<b>Software</b>						
1	Video Conferencing Management Software with Recorder Host license (60 units)	1					
2	Application Software (Slot Booking, Authentication, Random allocation of Examiner, & Answer Display, Marks entry, Grievances, etc)	1					
3	Application Integration Software	1					
	<b>Sub-Total (a)</b>						
<b>b</b>	<b>Hardware</b>						
1	Video Conferencing end point device (MIC, Speaker, Coding & decoding unit, etc)	60					
2	Display unit with inbuilt speaker & mounting unit 43" (Industrial / Enterprise version)	60					
3	Digital Device with stylus and charge	60					
4	Personal Computer with required OS software	8					
5	QR code scanner with application	8					
6	Document camera	60					
7	10" Cabin occupancy Display						

	unit with controller & sensor at outside cabin						
8	UPS , 2 KVA, 240 V, (2 hrs backup)	60					
9	Installation charge	60					
	<b>Sub-Total (b)</b>						
	<b>Sub Total in figure (a+b)</b>						
	<b>Sub Total in word (a+b)</b>						

#### 11.3.4 Form 24C: Operation & Maintenance Cost

Sr. No.	Item	Qty	Unit	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Cost for 5 years without GST	GST in %	Total GST	Total Cost with GST in 5 years (in INR)
1	Software (Video Conferencing Management software, Application software & Integration Software) [form 24B-(a) 1,2,3]	1	Set									
2	Hardware (VC end point device Display Unit, Digital device with stylus & charger Personal Computer, QR code scanner, UPS ) etc) [form 24B-(b) 1 to 8]	As per Form 24 B	No.									
3	Hosting on MeitY approved Tier III DC & DRC with 6 months recorded audio video storage facilities with minimum two virtual machines)	1	Set									
4	Internet secure Connectivity with redundant lines (Primary and	60	No.									

	Backup Links) 2 Mbps 1:1 leased line at cabin											
5	Connectivity 100 Mbps 1:1 at Data Centre and 50 Mbps 1:1 between DC & DR	1	No.									
6	SMS Gateway 1 Lakh per year	1	Lum psu m									
7	Grievance Redressal Mechanism for Technical and operation help	1	Lum psu m									
	<b>Sub Total in figure</b>											
	<b>Sub Total in word</b>											

**Note:**

1. System Integrator 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.

#### 11.3.5 Form 24D: Training Cost

Sr. No.	No. of Sessions	During Implementation Phase			
		Amount in INR	GST in %	GST in INR	Total Cost in INR
1.	DGS & MMD officers for VC application (batch of 10 - 30 Officials) at DGS office				
2.	MMD staffs and Examiners for Function of VC system at Oral Examination centre (batch of 20 - 200 staffs)				
	<b>Sub Total in figure</b>				
	<b>Sub Total in word</b>				

**Note:**

1. System Integrator has to conduct one time training, on Video Conferencing Solution software, to DGS and MMD officials (approx 30 users), to be identified by Directorate General of Shipping as part of Implementation phase.
2. System Integrator has to conduct training at each designated centre to MMD officials and Examiners related to equipments handling and their operation.
3. DGS shall provide space for the training and infrastructure at Mumbai & MMD Centers.
4. Payment will be made upon successful completion of training.

### 11.3.6 Form 24E: 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

Sr. 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)
D Manpower cost for change requests										
1	Developer 1									
2	Developer 2									
Sub-Total (E) In figures										
Sub-Total (E) 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 System Integrator 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, System Integrator is responsible to fix the issues without any additional cost to DGS.

**Request for Proposal**  
*for*  
**Selection of System Integrator for Video Conferencing Solution Based Oral Examination**



Ministry of Shipping, Government of India  
Kanjurmarg (East), Mumbai – 400 042

**Volume 2 of 3**  
**Functional, Technical & Post Implementation**  
**(O&M) Requirements**

**RFP No: 10-CC(3)/2019**

**Re-Tender Date: 10<sup>th</sup> Aug, 2020**

**Disclaimer:**

- a. This Request for Proposal (“RFP”) is issued by the Directorate General of Shipping (DGS), Ministry of Shipping, GoI.
- b. 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.
- c. 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.
- d. 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.

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## 1 Structure of RFP

Directorate General of Shipping invites bids from eligible parties (hereafter referred as “Bidder”) for appointment as System Integrator to provide a comprehensive solution as specified in volume 2 of this RFP (Scope of Work).

This Request for Proposal (RFP) for Selection of System Integrator for Video Conferencing Solution Based Oral Examination comprises of the following:

**a. Volume 1: Instruction to Bidders**

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

**b. Volume 2: Scope of Work i.e. Functional, Technical and Post Implementation (O&M) Requirements**

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
- Post Implementation (O&M) 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 Directorate General of Shipping.

**c. Volume 3: Master Service Agreement (MSA), including general conditions of contract, Service Level Agreement (‘SLA’) and Non-Disclosure Agreement (‘NDA’).**

***This document is RFP Volume-2***

## 2 Project Overview

Directorate General of Shipping (DGS) facilitates training and employment to Indian Seafarers and conducts examination (written & Oral) & certification for seafarers covering the Engineering and Nautical streams, across all Mercantile Marine Department (MMD) centers in Mumbai, Kolkata, Kandla, Cochin, Noida, Chennai, Vishakhapatnam and DGS office (Mumbai).

In line with the vision of Digital India, Directorate General of Shipping has taken initiatives to digitize Certificate of Competency (CoC) issuing process including online registration, payment, etc. Directorate General of Shipping has also taken initiative to conduct online descriptive/written examination and paper evaluation i.e. Tablet Based CoC Examination System (TBES) as per TEAP (Training, Examination, Assessment Programme) guideline.

In this context DGS intends to implement a video conferencing solution i.e. VC System that will effectively utilize information and communication technology and will transform the **Oral Examination** methodology & assessment into a transparent, secure, integrated and highly effective conduct of Oral examination from different DGS designated Centers. Seafarer(s)/Examinee(s) shall book slot selecting date, time and any one of the Oral examination centre (DGS designated centre). The booked slot shall be randomly mapped with Internal examiner and External examiner depending upon the availability. The Oral Examination of one examinee shall be taken by Internal examiner and External examiner simultaneously and all of them will be in a separate cabin at different locations/centers with recording and retrieving features. The Video Conferencing Solution i.e. Video Conference System (VC System) software shall be integrated with the existing DGS eGovernance, ePariksha system and any other System recommended by DGS for sharing required data.

### 2.1 Project Vision

*“The Vision of Video Conferencing solution is to transform the Oral examination system into a transparent, secure, integrated and highly effective conduct of oral examination services to seafarers”.*

### 2.2 Project Objectives

The broad objectives of video conferencing solution for Oral examination are:

- a. Randomization of allocation of examiners(Internal & External) for Examinees, for the oral examination
- b. Transparent Slot Booking system for Oral Examination
- c. To conduct transparent and secure Oral Examination leveraging services of expert examiner(s) from the pool of empanelled Examiners.
- d. Optimum utilization of empanelled Examiner(s)
- e. To monitor and Govern the oral exam & connect the examinee or examiners (internal and external) through a virtual platform (Video Conference), on a real time basis
- f. To setup a centralized storage system of the oral examination recording as per the DGS retention policies.

### 3 Scope of Work

The scope of work shall include but not limited to the following broad areas considering approach towards the scalability, interoperability and modularity features of the Video Conferencing Solution Based Oral Examination project.

The overall implementation of Video Conferencing Solution Based Oral Examination project is subdivided into three phases:

#### a. Pre Implementation Phase

In this phase the System Integrator should provide the following

- i. Conduct a detailed assessment, scoping study and develop a comprehensive project plan, including:
  - Assessment of integration requirement,
  - Conduct site survey for assessment of Oral Examination cabin/room, connectivity requirement at all locations and detailed technical architecture and gap analysis
- ii. Formulation of solution architecture, detailed design of Video Conferencing Solution (VC System), development of test cases (Unit, System Integration and User Acceptance), Standard Operating Procedure (SOP) documentation
- iii. Preparation of Video Conferencing Solution Based Oral Examination project Inception Report
- iv. Getting the comprehensive project plan and the Inception Report verified from DGS officials and incorporate the changes in the documents as suggested by the DGS, as applicable

#### b. Implementation Phase

- i. System design
- ii. Procurement, configuration, implementation and support of entire Video Conferencing Solution (VC System) software portfolio for service delivery and operations as per RFP Vol -2.
- iii. Video Conferencing Solution (VC System) software components' customization (if any), development of bespoke solution (if any) and integration with DGS eGov, ePariksha System and 3<sup>rd</sup> party System recommended by DGS like simulator, Face Recognition System, etc through sharing Application Program Interface (API)
- iv. The VC System Software is expected to be hosted and running at the following key physical infrastructure facilities as elicited in RFP vol 2:
  - Data Centre: This will be cloud based primary site for hosting the central system supporting the entire solution (MeitY empanelled Data Centre- Tier III)
  - Disaster Recovery Site: This will be a fully functional cloud based disaster recovery center which will be used in case of disaster (MeitY empanelled Disaster Recovery Centre)
  - DGS designated Oral examination centers across India
- v. Provisioning Hardware and Software in all Oral Examination cabins/rooms at designated centers across India, which includes design, procurement, installation, and commissioning of equipments as mentioned in tentative Bill of Materials (BOM) in this RFP Vol- 2, Section 14 This consists of:
  - Space identification in each Oral examination cabin/room for mounting End point device, Display unit & other related devices with power point & internet access point facilities
  - Installation of 2KVA UPS for 2 hrs backup as mentioned in tentative Bill of Materials (BOM) in this RFP Vol- 2, Section 14

- vi. IT infrastructure deployed should be dedicated for the project and System Integrator shall not be used for any other purpose
- vii. The System Integrator shall provide the warranty for VC System (Software & hardware) supplied for Project for a period of five years from the Go-Live on all the items supplied as per the contract
- viii. Provisioning connectivity at following key physical infrastructure facilities:
  - Oral Examination Centre: The redundant internet connectivity (same bandwidth in the case of primary connectivity) would also need to be provided by the System Integrator. For primary connectivity and redundant connectivity two different service providers should be considered.
  - DC and DRC: the System Integrator also needs to estimate and provide the internet (active and redundant) bandwidth requirements for VC System software to be hosted at MeitY Empanelled (Tier III) DC & DRC for the expected VC System users.
- ix. User Acceptance Testing (UAT)
  - Conduct of different functions as per functional requirements for user acceptance test like Oral Examination of One examinee shall be taken by Internal examiner and External examiner simultaneously and all of them will be in a separate cabin at different designated location.
  - Provide training to DGS and MMD nominated officers to participate in UAT.
  - During UAT and Go-Live the System Integrator should deploy required manpower at designated Oral examination Centers.
- x. The System Integrator shall undertake Go-Live of the Video Conferencing Solution Based Oral Examination project after successful completion of User Acceptance Test (UAT). The System Integrator shall provide Go-Live report to the DGS for review and approval.
- xi. Training and Capacity Building
  - Prepare detailed training plan in consultation with DGS and MMD officials and Provide Training to the DGS and MMD officials for VC System software components'/modules and its' operation. The detailed requirement of Training & Capacity building is elicited in RFP Vol- 2
  - The System Integrator shall provide Standard Operating Procedure (SOP) and text and audio-visual multimedia support materials for all the functional processes to the Video Conferencing Solution Based Oral Examination project users.
  - Any other as mentioned subsequently
- xii. Documentation
  - The System Integrator are to prepare and submit along with their technical proposal, the details of methodologies and computations for sizing and capacity of storage, connectivity, backup, sizing of security appliances and their compute requirements. The complete documentation of the Video Conferencing Solution Based Oral Examination project at all relevant stages. An indicative list of deliverables is mentioned in RFP Vol 1
- xiii. Security Audit
  - The System Integrator shall get Security Audit of the Video Conferencing Solution Based Oral Examination project certified before Go Live from Government of India empanelled agency.
- xiv. Any other requirements of Video Conferencing Solution Based Oral Examination project not covered above but required by System Integrator/bidder to ensure proper functioning of solution.

**c. Post Implementation Phase (O&M)**

In this phase the System Integrator should provide the following activities for a period for 5 years from the date of go-Live:

- i. Deploying manpower for Video Conference system maintenance and monitoring support which includes change request management, bug tracking and resolution, production support, performing version and patch updates
- ii. The System Integrator shall ensure warranties/ASCs/AMCs are procured for all the VC System components for entire duration of the project. For all components the support from OEM to be obtained for prescribed components
- iii. Preventive, repair maintenance and replacement of hardware and software components as applicable under the warranty/AMC services during the contract period and shall maintain sufficient spares to meet the SLA
- iv. Provide a Grievance Redressal Mechanism to resolve any VC Solution based Oral Examination related technical queries through auto directed to the concerned person
- v. Provide to communicate through email and SMS to the Chief Examiner/DGS authorities about any system generated alert related to breach of data like Questions & Answer, etc
- vi. Recurring refresher trainings for the users and Change Management activities
- vii. Conducting disaster recovery site testing through regular mock drills
- viii. Provide facility, information and required access to DGS or its authorized agency for doing various kinds of Audits as and when required
- ix. Overall maintenance of the Video Conference System facility and continuity of operations as per SLAs.
- x. Submit Quarterly reports as defined in the RFP

**i. Exit Management Plan**

- Defining exit management program and knowledge transition to DGS officials. The detailed requirement of this plan is elicited in RFP Vol 2, Section 12

## **4 About Oral Examination**

The Directorate General of Shipping, as a maritime administrator, is responsible for the compliance, monitoring and enforcement of M.S.(STCW) Rules 2014. The Directorate has compiled “Training, Examination, Assessment Programme” (TEAP) to elucidate/clarify the certification process for the various competencies required for the Seafarers.

The rapid pace of technology and the specialization requirements, viz., different types and sizes of ships sailing, various trading areas and routes and diversity of commodities transported etc., places extra-ordinary demands on Seafarers in terms of competency requirements, trainings etc posing challenges to the regulators and regulated alike. DGS conducts function wise Written and Oral examination for different grades/classes under the MS (STCW) Rules and issues Certificate of Competency (CoC).

### **4.1 As-Is Oral Examination System**

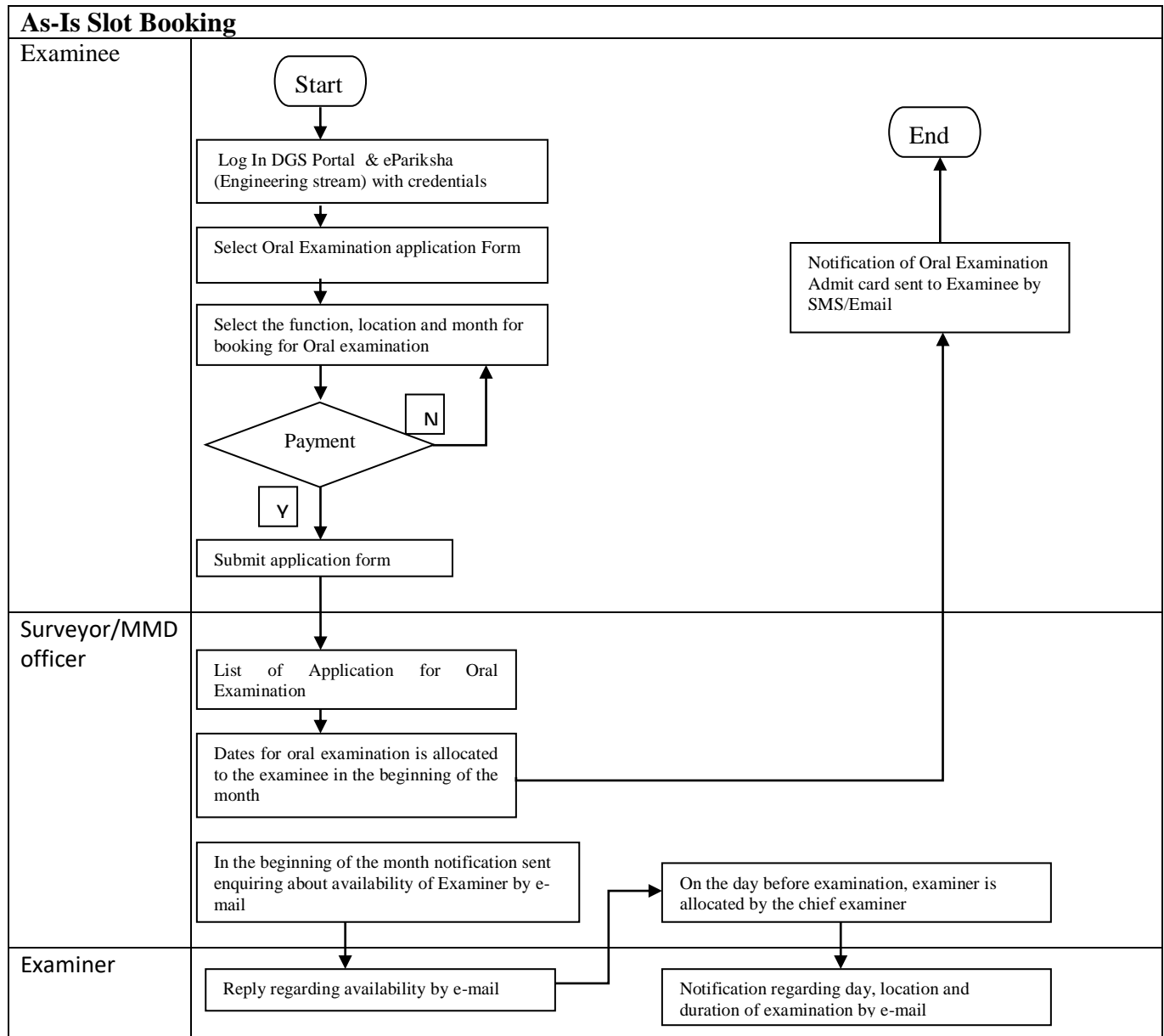
As per TEAP (Training, Examination, and Assessment Programme) guideline, DGS conducts Oral examination of all functions at 7 (Seven) MMDs and DGS office by two examiners (one internal and one external) as per pre-defined schedule. Individual examinees’ Oral examination process is recorded locally at MMD examination centers/DGS office and the record is stored for 6 months

Presently Oral examinations are conducted at DGS office (Kanjurmarg) and all Mercantile Marine Department (MMD) centers in Mumbai, Kolkata, Kandla, Cochin, Noida, Chennai, Vishakhapatnam.

#### 4.1.1 As-Is Slots Booking for Oral Examination

Directorate General of Shipping has the following Online Slot Booking for Oral examination process: -

*Seafarer/Examinees shall fill the application form for Oral Examination of functions for Nautical/Engineering grade/class through DGS eGovernance Portal after eligibility verification. ePariksha System is only for Engineering Stream.*



Process	Responsibility	Platform/ Application
<b>Start: When a seafarer is eligible, and intends to sit for an Oral exam</b>		
Log In DGS Portal with credentials all class/grade except MEO CL-IV part B and Log In ePariksha Portal with credentials for MEO CL-IV part B	Examinee	DGS eGov/ePariksha System
Select Oral examination Application Form	Examinee	DGS eGov /ePariksha System
Select the function, location and month for Slot booking for Oral examination	Examinee	DGS eGov /ePariksha System
Online Payment for Oral examination (depending upon the grade/class and number of courses)	Examinee	DGS eGov /ePariksha System
Submit Application form	Examinee	DGS eGov /ePariksha System
MMD Officer/Dealing Assistance receives the Complete list of Oral examination application/s	MMD Officer	DGS eGov /ePariksha System
Dates for Oral examination is allocated to the examinee in the beginning of the month	MMD Officer/Chief Examiner	DGS eGov /ePariksha System
Notification of Oral Examination & Admit card sent to Examinee through SMS/ email?	System	DGS eGov /ePariksha System
Examinee receive the Oral Examination admit card (Admit card can be printed online)	Seafarer/Examinee	DGS eGov /ePariksha System /Manual
In the beginning of the month notification enquiring about availability of Examiner sent by e-mail	MMD Officer/Chief Examiner	DGS eGov System/ /Manual
External Accessor/Examiner replies regarding availability by e-mail	Examiner	DGS eGov System/Manual
MMD Officer/Chief Examiner /Surveyor on the day before examination, allocate examiner	MMD Officer/Chief Examiner	DGS eGov System/Manual
Examiner receives notification regarding day, location of examination by e-mail	MMD Officer/Chief Examiner	DGS eGov System/Manual
<b>End: Examinee and Examiner receives their schedule for Oral examination</b>		



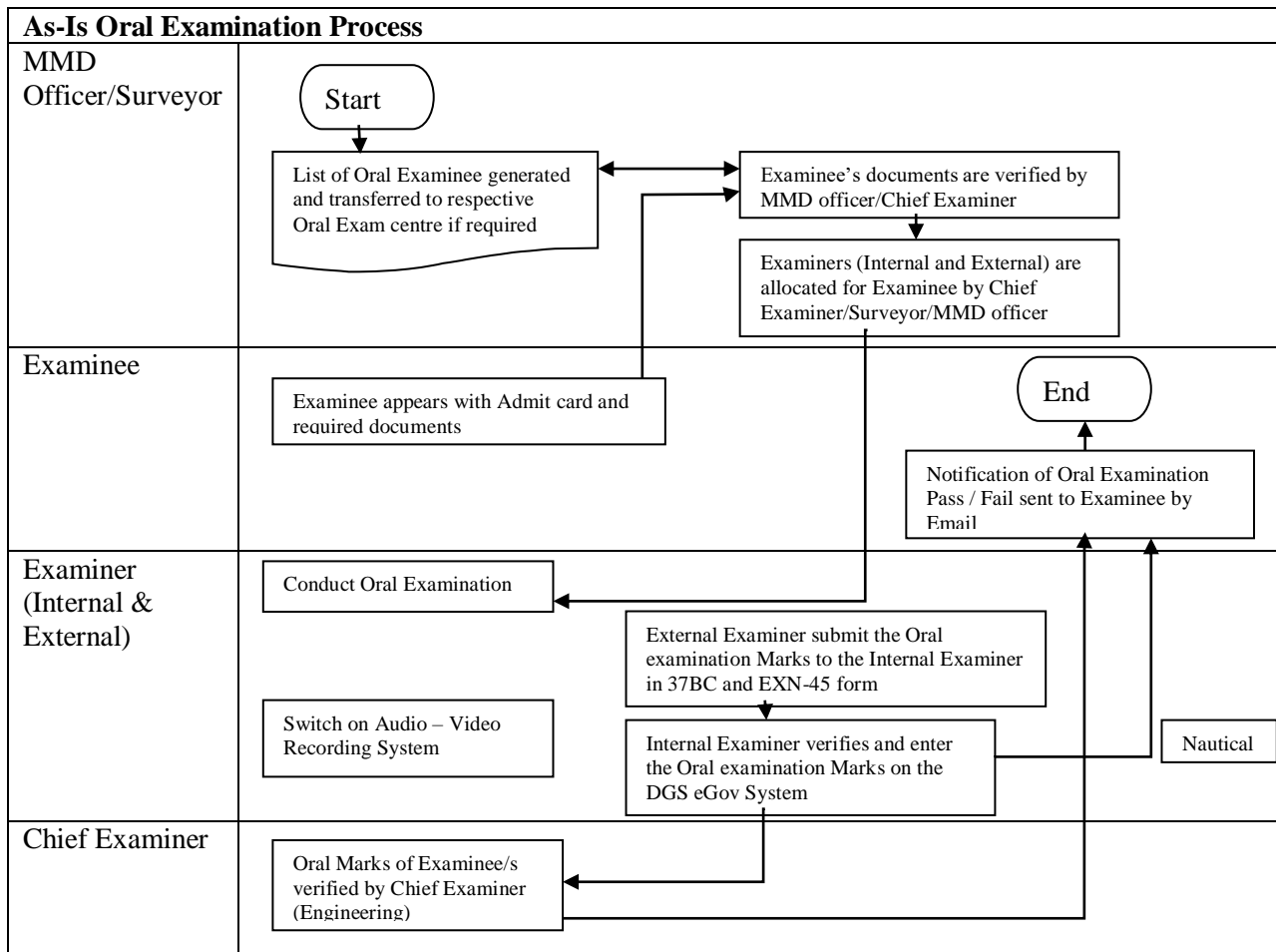
#### 4.1.2 As-Is Oral Examination Process

Directorate General of Shipping has the following Oral examination process for Nautical & Engineering stream. The Syllabus for Oral Examination is same as written examination but the Oral examination is more focused on the practical elements of the subject.

**Prerequisites:** Examinee must have passed the written exam of that particular grade/class for which he is appearing for Oral examination

**Use in subsequent steps:** Update Oral Examination result

#### Conduct of Oral Examination - Engineering & Nautical



Process	Responsibility	Platform/Application
<b>Start: After Examinee gets the date of Oral Examination</b>		
MMD officer/Surveyor compiles file of all the Examinees and transfer it to respective Oral exam centre (For e.g., in case of Mumbai, if Exam centre is DGS then files are transferred weekly to surveyor, DGS)	MMD Officer/Surveyor	DGS eGov System
Examinee/s appear with Oral Examination admit card and required documents	Examinee	Manual
MMD officer/Surveyor verifies Examinee/s Admit card and other documents	MMD Officer/Surveyor	Manual
Chief Examiner allocates the Internal examiner for each Examinee as per the approved list of examiners and also an external examiners in some cases	Chief Examiner	Manual
Conduct Oral Examination	Examiner (Internal/External)	Manual
Switch on Audio -Video Recording System	Examiner (Internal/External)	Stored locally
External Examiner submit the Oral examination Marks to the Internal Examiner in 37BC and EXN-45 form	External Examiner	Manual
Internal Examiner verifies and /submits the Oral examination Marks on the DGS eGov System	Internal Examiner	DGS eGov System
Oral Marks of Examinee/s verified by Chief Examiner (Engineering stream)	Chief Examiner	DGS eGov System
Notification of Oral Examination Pass/Fail sent to Examinee by Email	System	DGS eGov System
<b>End: Results are communicated to Examinee</b>		

#### **Prerequisites Requirements for Oral examination**

- The Examinee are allowed to book written and oral examination together for first time and for subsequent Oral Examination booking, Examinee must have passed the written examination of that particular function
- Oral Examination are conducted by the two people one being an Internal examiner of MMD/DGS and other as an external examiner of shipping industry approved by the Chief Examiner
- Syllabus for oral examination is same as written examination

#### **4.1.3 As-Is Video Recording System**

DGS has installed Audio & Video recording system, wherever they conduct Oral examination like at DGS office and 7 MMDs. These recorded audio-video stored locally and retrieved whenever required within 6 months and after that it gets overwrite based on First in First Out (FIFO) basis.

## **4.2 Video Conferencing Solution based Oral Examination**

Video Conferencing is a live real time, visual communication session between a group of participants, these participants can be at different locations. This solution helps the participants to see and hear each other thus making it an interactive medium of communication

The modern technologies in day to day working have brought a tremendous improvement and a positive productivity in Directorate General of Shipping. The Video Conferencing solution shall transmits video, audio, and data across a communications network enabling geographically dispersed participants meet synchronously i.e. one Examinee will be interviewed by Internal examiner & External examiner simultaneously seating in separate cabin at different locations/centers.

The stakeholders/participants shall communicate through their facial expressions and body language as well as through their words; video conferencing solution (VC System) shall create a vehicle through which examiner(s) can interact with examinee(s) located at different designated centers.

The video conferencing solution (VC System) shall be used to facilitate the screening of Examinees by the examiners (Internal and external) located at different designated centre across India, enable a video communication channel, to save the travelling time. Reliability and Oral examination standard shall be reviewed by analyzing recorded video.

Video Conferencing Solution (VC System) should consist the following:

### **a. VC System Software**

- Video Conferencing Software  
This software shall manage all Video Conference session and store data
- Application Software (workflow)  
This shall consists of customization Slot Booking, Authentication, Availability & Random allocation of Internal & External Examiner, Marks entry, Grievance Redressal Mechanism, etc),
- Application Integration Software  
This shall consists of development of API for seamless data sharing between VC System and DGS eGov System, ePariksha System and 3<sup>rd</sup> party System recommended by DGS

### **b. VC System hardware at end point**

- End point devices, Display unit, Display device, Personal Computer, QR Code scanner, etc
- Cloud based Data centre and disaster recovery centre for hosting the solution

### **c. Connectivity**

- Secure MPLS connectivity at each cabin and at Data Centre

## 5 Video Conferencing Solution (VC System)

This section provides background of Video Conferencing System for Video Conferencing Solution Based Oral Examination at DGS designated centers:

### Prerequisites Requirements for Oral examination

- Seafarer/Examinee should have passed the written examination of that particulate function (grade/class)
- Seafarer/Examinee should have a valid admit card and documents as mentioned in a Admit card
- Examinee should have registered with Face Recognition System
- Examinee should have appeared for examination on Simulator for a defined function
- Examiner (Internal and external) should have to be present at DGS allocated centre
- Video Conferencing Solution devices should be in a operational mode including connectivity

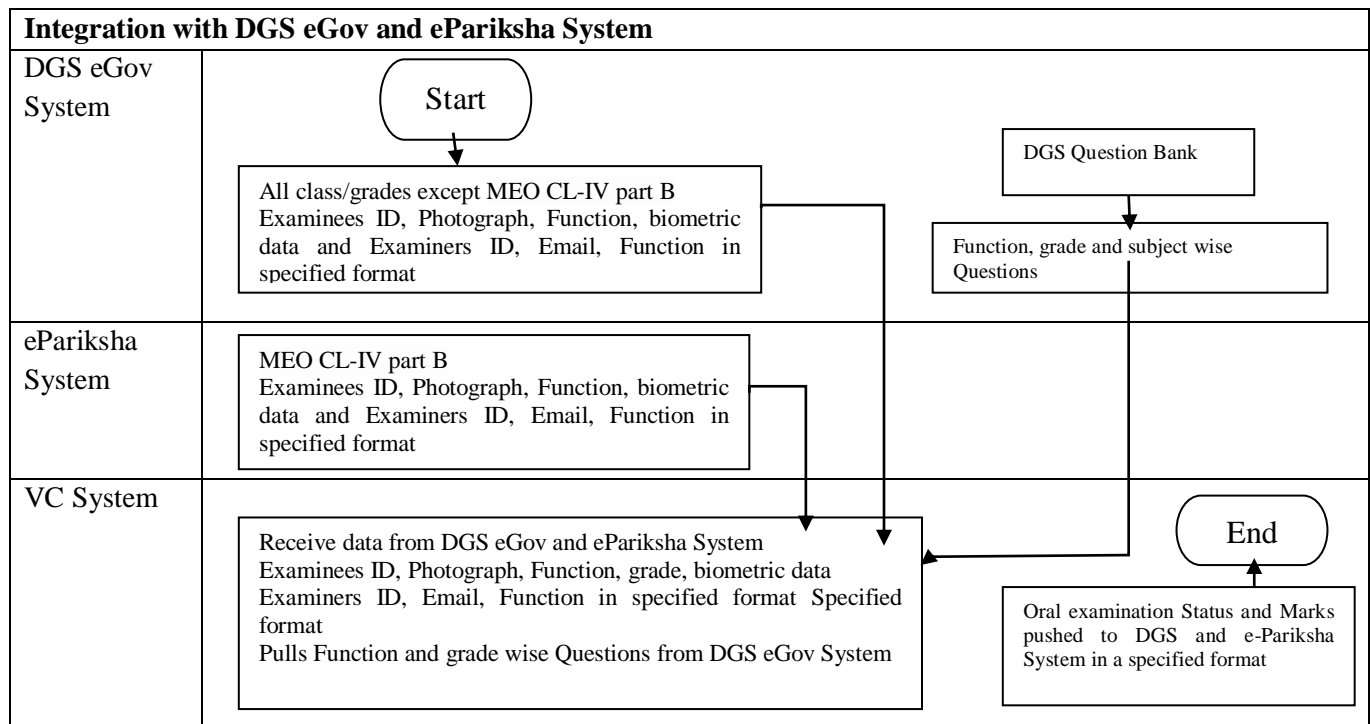
### 5.1 Integration with DGS eGov & e-Pariksha System

The legacy systems eGov and ePariksha shall hosts the information pertaining to,

- Internal and External examiners
- Eligible Examinees (Seafarers)
- Function, Grade, Subject wise Question Bank

The Video Conferencing Solution (VC System) should be seamlessly integrated with legacy systems by creating an API service functions pulling required information based on specified criteria. For example,

- Pulling details of Eligible examinees, and profile of internal and external examiners.
- Fetching questions from the Question Bank randomly based on the examinee functional area, grade, type of question, and difficulty level.

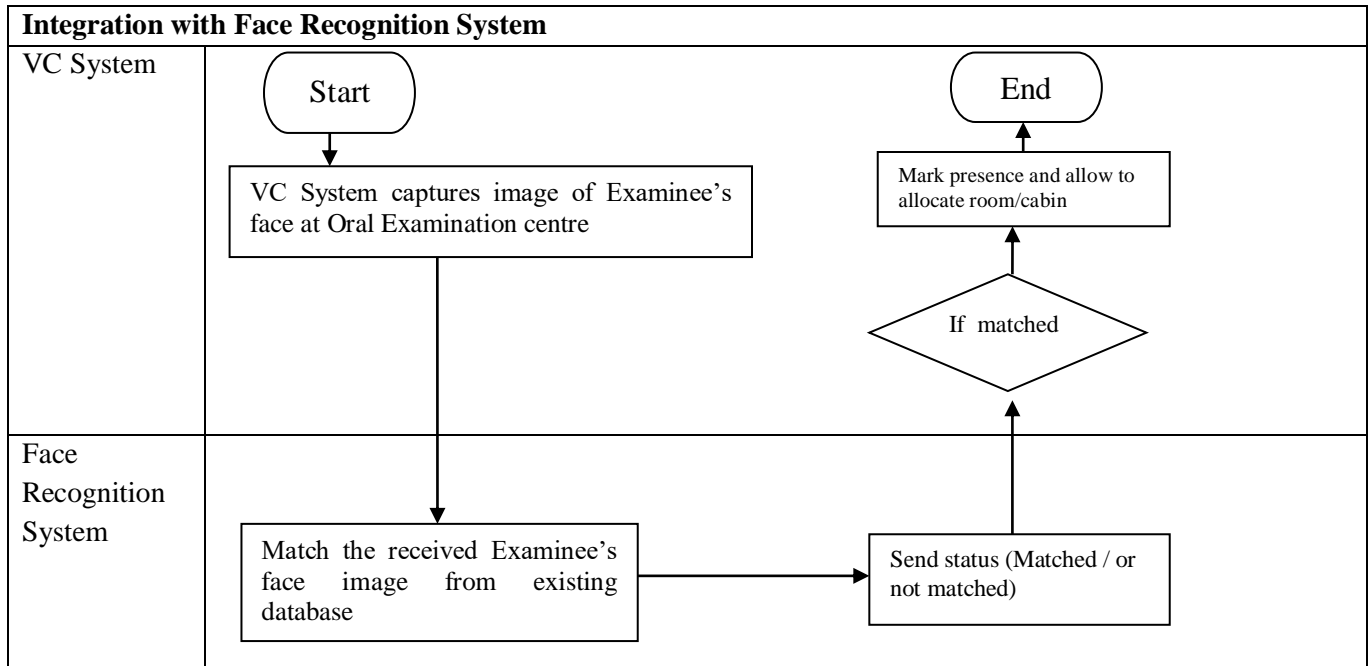


<b>Name of process</b>		Oral Examination
<b>Process Goal</b>		Integration with DGS eGov System and ePariksha System
<b>Process Owner</b>		
DGS		
<b>Primary Actors</b>		<b>Secondary Actors</b>
1. Chief Examiners 2. Principal Officers 3. Surveyors (DGS & MMD) 4. DGS /MMD officers 5. DGS e-Gov System 6. e-Pariksha System 7. VC Solution Provider		NA
<b>Process Input</b>		<b>Process Output</b>
Details of Eligible Examinees and Profile of Examiners (Internal & External) & Questions & Answers		API Integration with DGS eGov & e-Pariksha System
<b>Sr. No.</b>	<b>Process Details</b>	<b>Responsibility</b>
1.	VC System should share required API's to DGS eGov & ePariksha System for data sharing	VC System
2.	DGS eGov System should share required details like examinees' ID, Photograph, Functions, grade, email ID, Biometric details, etc, and Examiners (Internal and External) ID, Function, grade email ID, Mobile no., Centre (except MEO CL-IV part B)	DGS eGov System
3.	ePariksha System should share required details like examinee's ID, Photograph, Functions, grade, email ID, Biometric details, etc, (for MEO CL-IV part B only)	ePariksha System
4.	VC System should receive (pull) data from DGS eGov and ePariksha system	VC System
5.	VC System should pull function, grade and subject wise Questions from DGS eGov System	VC System
6.	Oral examination result status with marks given by Examiners (Internal & External) should be pushed to DGS eGov & ePariksha System	VC System
<b>Service level</b>		
<b>Activity</b>		<b>Service Level</b>
Update Examiners (Internal & External) wise Examinees marks		1 day

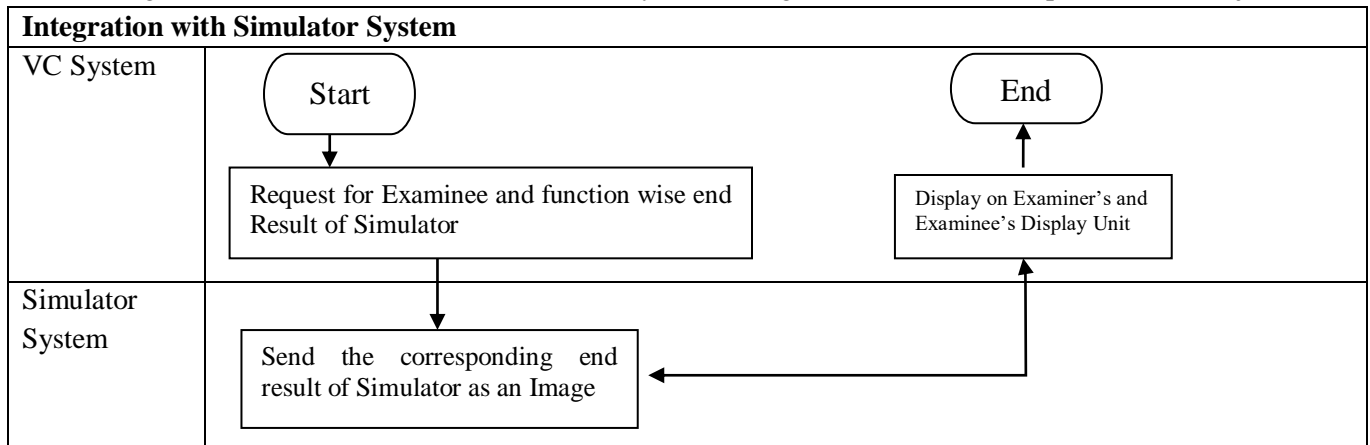
## 5.2 Integration with 3<sup>rd</sup> Party System

The Video Conferencing Solution (VC System) should be seamlessly integrated with 3<sup>rd</sup> party by creating an API service functions pulling required information based on specified criteria. For example

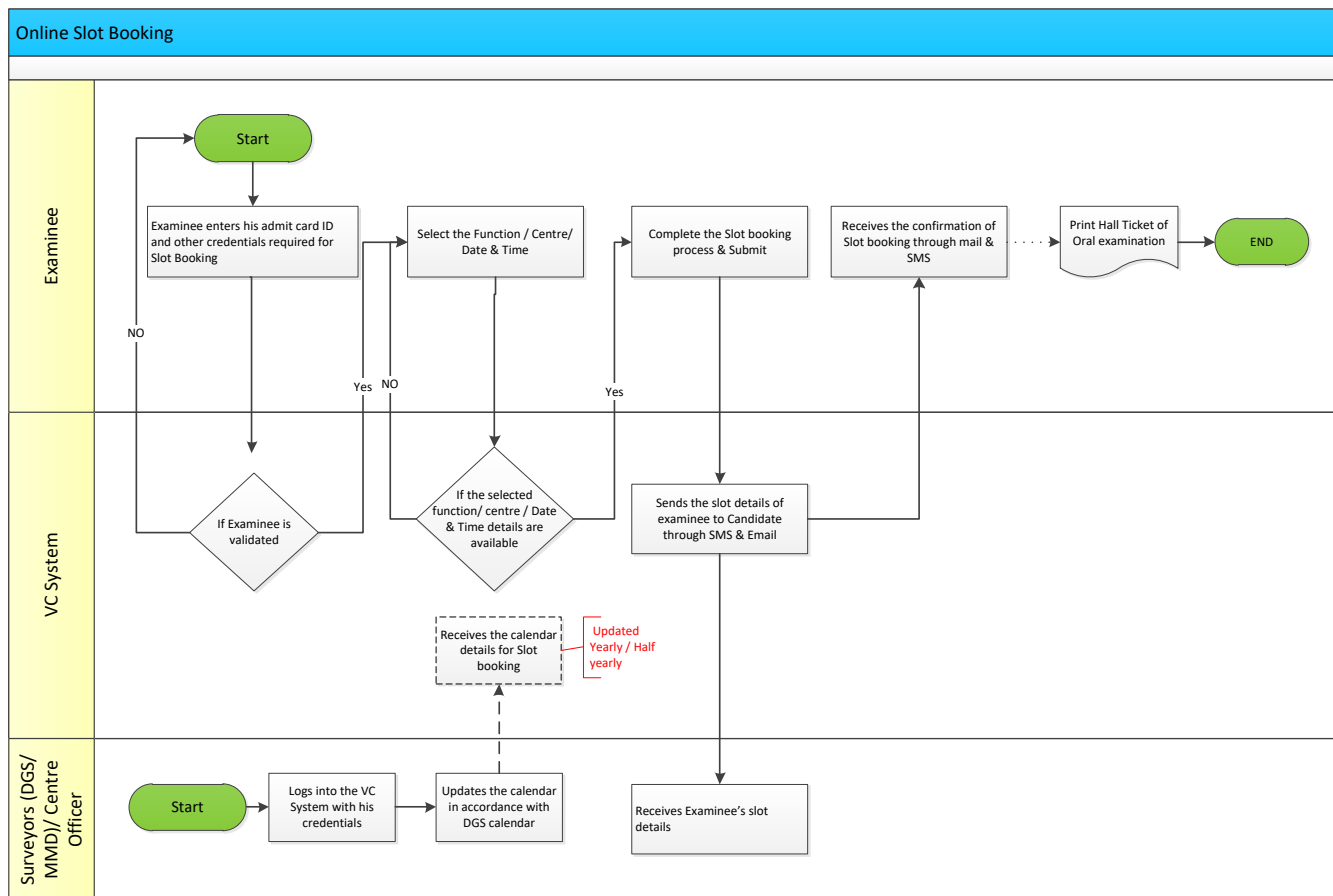
- Capturing facial image and update status matched or not matched by the Face Recognition System installed at 3<sup>rd</sup> party.



- Fetching end result of Simulator from Simulator system during Oral examination as per function/subject.



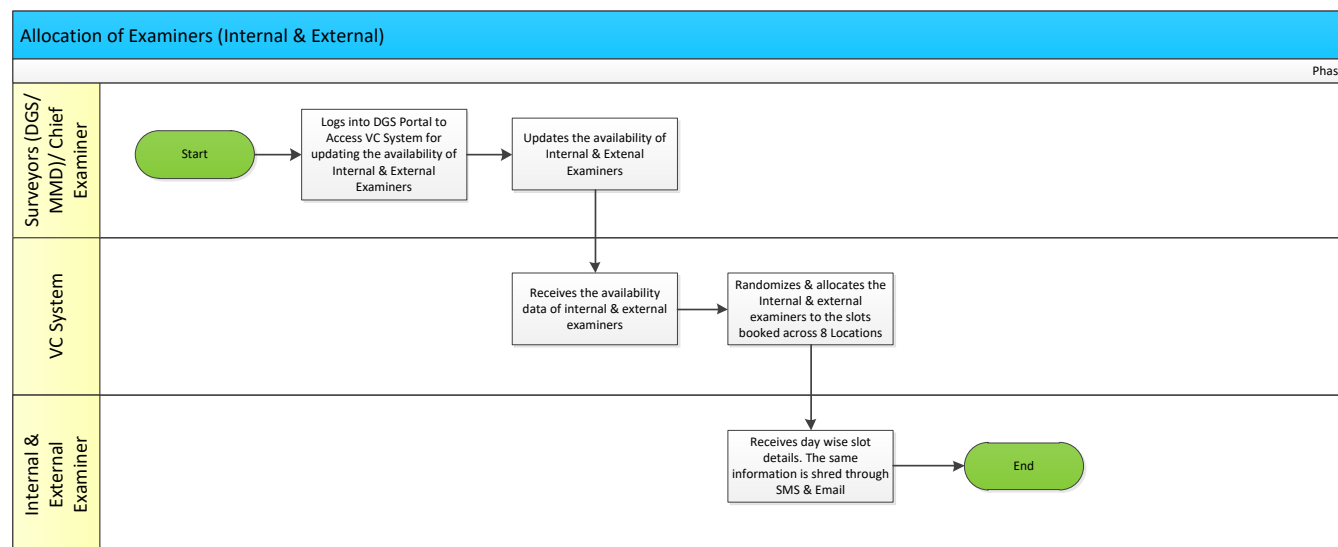
## 5.3 Slot Booking



Name of process		Oral Examination
Process Goal		Slot Booking by Examinee
Process Owner		
DGS		
Primary Actors		Secondary Actors
1. Chief Examiners 2. Principal Officers 3. Surveyors (DGS & MMD) 4. DGS/MMD officers 5. Examinee 6. DGS eGov System 7. ePariksha System 8. VC System		NA
Process Input		Process Output
Eligible Examinee		Slot Booking
Sr. No.	Process Details	Responsibility
1.	DGS eGovernance Portal shall contain Items like slot booking, examiner's availability, Grievances Redressal, etc on <b>Menu Bar</b> It should be redirected to VC System, on clicking any one Item,	Examinee
2.	DGS eGovernance Portal should allow Examinee to select Oral Examination Slot Booking	Examinee
3.	The VC System should allow Examinee to enter admit card ID	Examinee
4.	The VC System should validate examinee and allow eligible examinee to select Centre, Date and Time for Oral examination whereas. Function shall be non selectable (visible only)	VC System
5.	VC System should check availability of Date & Time at selected centre	VC System
6.	VC System should allow examinee to submit if selected date and time are available at selected centre or pop up message gets displayed, to select other Date & Time	VC System
7.	VC System should allow Examinee to confirm the slot booking details	Examinee
8.	VC System should send notification on Examinee's registered Email ID/ <u>SMS</u> Centre, Function, Grade, Date, Time and along with Admit card ID	VC System
9.	Examinee should receive notification on their registered email ID/SMS only regarding Centre, Function, Grade, Date, Time and Oral Examination , Admit card ID	Examinee
10.	VC System should allow examinee to download/print Hall Ticket for Oral Examination	Examinee
11.	VC System should allow to generate reports on Month/Day/function/grade/subject wise Slot Booking details for that Centre	VC System/MMD officer
12.	VC System should allow authorized person to update Calendar (Yearly/ half yearly) for the slot Booking should	Surveyor (DGS/MMD) /MMD officer



## 5.4 Allocation of Examiner (Internal and External)

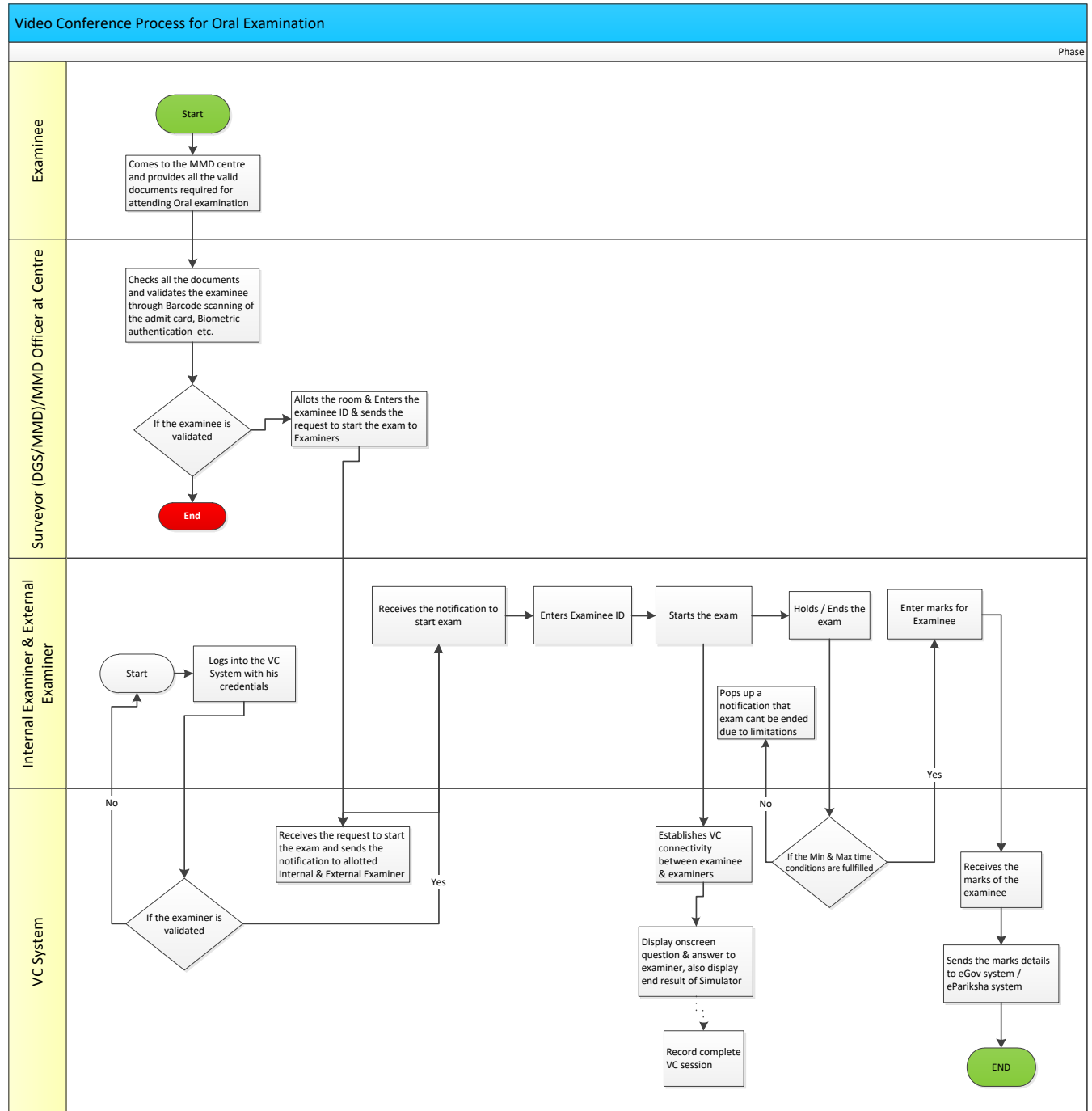


Name of process		Oral Examination
<b>Process Goal</b>		Allocation of Examiners (Internal & External)
<b>Process Owner</b>		
DGS		
<b>Primary Actors</b>		<b>Secondary Actors</b>
1. Chief Examiners 2. Principal Officers 3. Surveyors (DGS & MMD) 4. DGS/MMD officers 5. VC System		NA
<b>Process Input</b>		<b>Process Output</b>
Profile of Examiners (Internal & External)		Random Allocation of Examiners (Internal & External)
Sr. No.	Process Details	Responsibility
1.	DGS Portal shall contain Items like slot booking, examiner's availability, Grievances Redressal, etc on <b>Menu Bar</b> It should be redirected to VC System, on clicking any one Item	Surveyor (DGS & MMD)
2.	DGS eGovernance Portal should allow DGS officer to select examiner's availability	Surveyor (DGS & MMD)
3.	The VC System should allow to Log In on DGS eGov System based on roles defined	Surveyor (DGS & MMD)
4.	The VC System should allow to select update availability	Surveyor (DGS & MMD)
5.	The VC System should allow MMD officer to update the availability of Examiners (Internal and External)	Surveyor (DGS & MMD)

6.	VC System should allocate Examiner (Internal & External) randomly to Examinee, as per Slot Booking	VC System
7.	VC System should send notification to Examiner (Internal & External) through SMS/Email mentioning centre, function, grade and date & time only	VC System
8.	VC System should check Examiner's (Internal & External) availability. If any examiner is not available then VC system shall automatically assign another available examiner (Internal & External)	VC System

## 5.5 VC Based Oral Examination Process

Video Conferencing solution based Oral examination is detailed herewith:



Name of process		Oral Examination
Process Goal		Success full execution of Oral examination
Process Owner		
DGS		
Primary Actors		Secondary Actors
1. Chief Examiners 2. Principal Officers 3. Surveyors (DGS & MMD) 4. DGS/MMD Officers 5. Examiner (Internal & External) 6. Examinee 7. VC System		NA
Process Input		Process Output
Conduct Oral Examination		Completion of Oral Examination
Sr. No.	Process Details	Responsibility
1.	The VC System should allow to generate centre wise Examiners' details as per slot Booking	VC System
2.	The VC System should allow Surveyor/MMD officer to enter the Admit Card ID / scan QR code printed on Admit card/hall ticket	Surveyor (DGS/MMD) or MMD officer
3.	VC System should validate the examinee's Admit Card ID at centre	VC System
4.	Surveyor (DGS/MMD) at Centre shall verify Examinee's credentials like name, functions, grade, date, time and other documents ( if required)	Surveyor (DGS/MMD) or MMD officer
5.	The VC System should allow to Authentication of examinee through authentication device like Face Recognition System	Surveyor /MMD officer/Examinee
6.	VC System at centre should capture facial image of examinee and send it to Face Recognition System (3 <sup>rd</sup> party server) for verification. Once it is matched then allow to mark presence	VC System
7.	The VC System should allow to allocate cabin to Examinee once authenticated	Surveyor (DGS/MMD) or MMD officer VC System
8.	The VC System should allow Enter /select examinees Admit Card ID/Hall ticket No.	Surveyor (DGS/MMD) or MMD officer /Examinee
9.	The VC System should receive request to start Video session and send notification/alert to start Video Conference session to Examiners (Internal and External)	VC System
10.	The VC System should allow Examiners (Internal & External) to accept the notification/alert to start Video Conference session	Examiners
11.	The VC System should launch VC session between all 3 participants ( Examinee, Internal Examiner & External Examiner)	VC System
12.	The VC System should allow Examiners (Internal & External) to Hold	VC System

	/ End VC session	
13.	The VC System should allow Examiners (Internal & External) to select questions & answers which are displayed on Display unit one after another	VC System
14.	The VC System should allow to view drawings drawn and written by Examinee through digital devices, etc on Display unit	VC System
15.	The VC System should record examinees wise audio and video of Oral examination	VC System
16.	The VC System should allow Internal and external examiners to enter marks and displays result as Pass/Fail on Display unit	VC System
17.	The VC System should push the examinee's marks & examination result (pass/fail ) to DGS eGov & ePariksha System	VC System
<b>Sr. No.</b>	<b>Activity</b>	<b>Service Level</b>
1.	Push Examinee wise Oral Examination marks & result to DGS eGov and ePariksha System	1 day
2.	Retrieve of recorded audio - video	15 seconds

## 6 Functional Requirements

This section provides background of various business functions and functional requirement of each module of Video Conferencing Solution Based Oral examination.

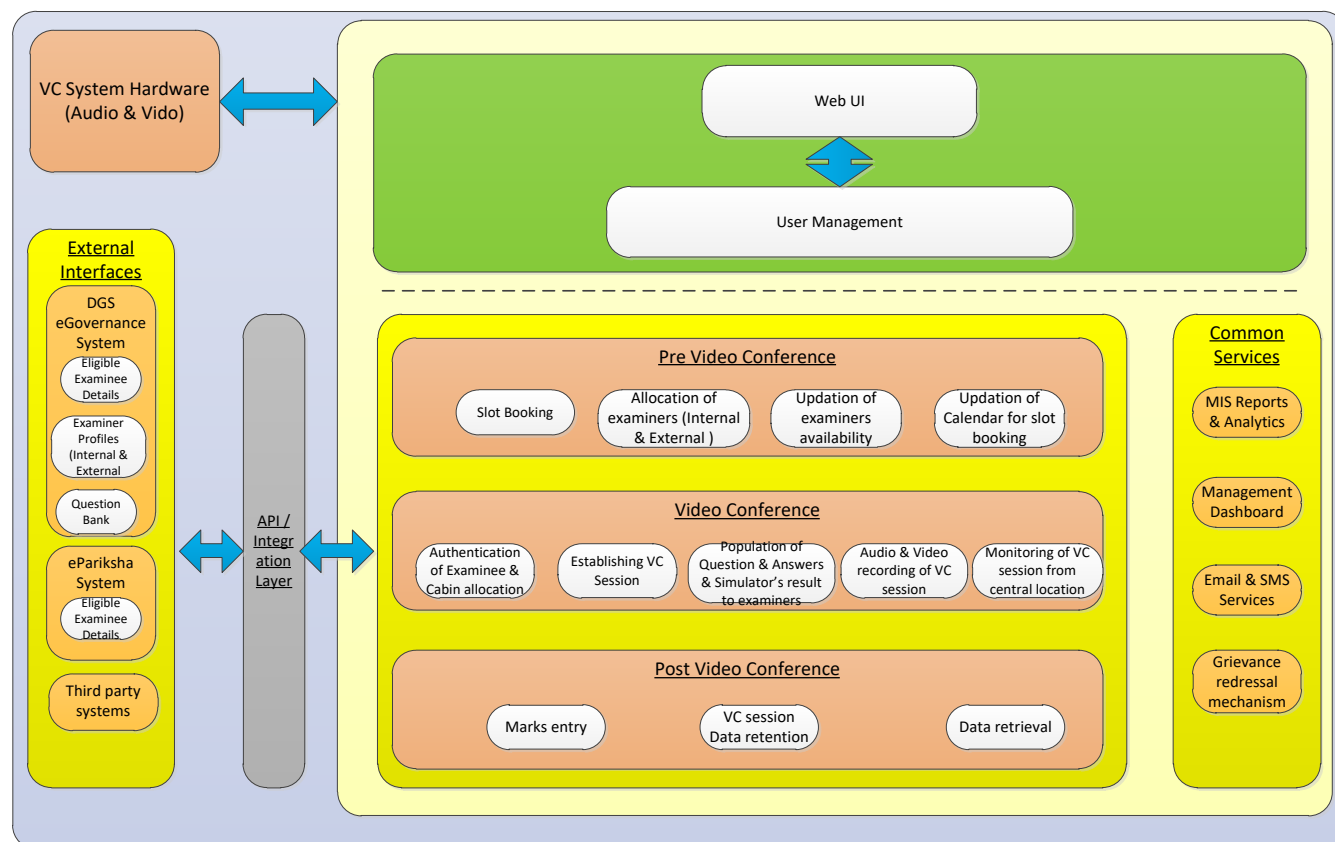
The Video Conferencing Software will be a comprehensive IT solution that would facilitate the delivery of Video Conferencing Based Oral examination related services to various stakeholders in the DGS eco-system. This application will integrate with existing DGS e-Gov and e-Pariksha System, which is managed under the supervision of Directorate. The DGS e-Gov System shall be predominantly responsible sharing eligible examinees details, Examinees Profile and Function & grade wise Questions & Answers, where as ePariksha System shall be responsible for sharing eligible Examinees details like ID, Function, Grade, Subject Biometric data, Photograph, etc.

- a. The services under DGS e-Gov System pertaining to Oral examination shall be;
  - Online eligibility assessment
  - Application & Payment for Oral Examination (including eligibility verification)
  - Generation of function, grade & subject wise question & answer
  - Sharing eligible Examinees details to VC System
  - Sharing Internal and External Examiners' profile to VC System
  - Update Oral Examination marks/result status from VC System
- b. The services under e-Pariksha System pertaining to Oral examination shall be;
  - Online eligibility assessment
  - Application & Payment for Oral Examination (including eligibility verification)
  - Sharing eligible Examinees details to VC System
  - Update Oral Examination marks/result status from VC System
- c. The services under 3<sup>rd</sup> party Systems pertaining to Oral Examination shall be
  - Face Recognition System: Provision to match face/facial image of examinee captured at Oral Examination centre and respond about status (matched or not matched)
  - Simulator System: Provision to share examinee's end result of Simulator as images/data
- d. The services under VC System pertaining to Oral examination should be
  - Integration with DGS eGov & ePariksha System and 3<sup>rd</sup> party System
    - Eligible Examinees' details
    - Internal and External Examiners' profile
    - Function, grade & subject wise questions & Answers
    - Update Examinee's Marks/result status obtained
    - Display of examinee's end result of Simulator as a images fetching from Simulator System
    - Examinee's face/facial image capture and status update integrating with Face Recognition System
  - Slot booking calendar update
  - Online Slot booking facility for eligible examinees
  - Examiners' Availability update
  - Random allocation of Internal & External Examiner to Examinee
  - Authentication of Examinee at centre

- Video Conferencing Session
- Question Display and Integration with Digital device
- Email & SMS for intimation of examination details to the examinee and examiners
- Recording, storage and retrieval mechanism
- Grievance Redressal Mechanism

## 6.1 Video Conferencing Solution Architecture

Functional Architecture for the Video Conferencing Solution is detailed below:



### External Upstream Interface

#### DGS eGovernance System:

The **DGS e-Governance System** will serve as the one of the external upstream interface for VC System. This is the front-end system that will have the following features:

- Provision for Examinees to apply for function, grade and subject wise application
- Payment for Oral examination after eligibility verification and issue of Admit card Examiner's Profile creation
- Update function, grade and subject wise questions & answer
- Update/pull Oral exam marks against Examinee's ID received from VC System
- Link on DGS eGov Portal to access VC System for Slot Booking

### **e-Pariksha System**

The **e-Pariksha System** will also serve as the external upstream interface for VC System. This is will have the following features:

- a. Provision for Examinees to apply for function, grade and subject wise application
- b. Payment for Oral examination after eligibility verification and issue of Admit card
- c. Update/pull Oral exam marks against Examinee's ID received from VC System

### **3<sup>rd</sup> Party Systems**

This will have the following features

#### **Simulator System**

- Provision to share examinee's end result of Simulator as images to VC System

#### **Face Recognition System**

- Provision to match face/facial image of examinee captured at Oral Examination centre and respond about status (matched or not matched) to the VC System

### **Common Services**

The **Common Services** shall encompass MIS Reports & Analytics, Management Dashboard and DGS/MMD officers, SMS gateway and Grievance Redressal Mechanism, which will be commonly, interacts with rest of the three services.

It shall house functionalities like monitoring and all kind of reporting including, but not limited to

- a. The Management Dashboard to monitor VC activities as per designation
- b. The MIS report on the function, subject, grade, centre, date and time wise slot Booking for Oral examination
- c. The MIS report on available External and internal Examiner
- d. The MIS report on the number of Oral examination conducted by the examiner (Internal & External)
- e. The MIS report on examiner (Internal & External) wise marks given to Examinee.
- f. The MIS report for ticket raised related to any Grievances
- g. The MIS report for Email and SMS services provided to examines and examiners (Internal & External)
- h. The provision to generate any kind of custom MIS report w.r.t. Examinee, center, function, date, time and examiners (Internal & external)
- i. The MIS report shall be generated on the following formats i.e. .xlxs,.pdf, .csv, etc

### **Video Conferencing Activities**

Activities/Services	Module	Application
<b>Pre-Video Conference</b>	Integration with DGS eGov System, ePariksha System and 3 <sup>rd</sup> party Systems	DGS eGov, ePariksha System & VC System (SI)
	Slot Booking Calendar update	VC System (SI)
	Slot Booking	VC System (SI)
	Examiners' Availability	VC System (SI)
	Allocation of Examiners (Internal & External)	VC System (SI)
<b>Core Video Conference</b>	Authentication of Examinee & Cabin allocation	VC System (SI)
	Establishing Video Conference Session	VC System (SI)
	Population of Questions & Answers to examiners	VC System (SI)
	Audio and Video Recording of VC session	VC System (SI)



Activities/Services	Module	Application
	Document reader	VC System (SI)
	Write/draw on Digital Device	VC System (SI)
	Monitoring of VC from Central Location	VC System (SI)
<b>Post-Video Conference</b>	Marks Entry	VC System (SI)
	VC session Data Retention	VC System (SI)
	Data Retrieval	VC System (SI)
	Grievance Redressal Mechanism	VC System (SI)

### 6.1.1 Pre-Video Conference Services

The Pre-Video Conference Service shall encompass processes/services which are prior to commencement of Oral examination process. The services predominantly categorized into Video Conference System Integration with DGS eGov & ePariksha System, Slot Booking, Update Examiners' Availability and Random Allocation of Examiners (Internal & External)

Sr. No.	Detailed Functionality
<b>Pre- Video Conference</b>	
<b>Integration with DGS eGov System, ePariksha System and any other 3<sup>rd</sup> party System</b>	
	The system should have the ability to:
1.	Integration with DGS eGov System, ePariksha System and any other 3 <sup>rd</sup> party System sharing API
2.	Update eligible Examinees details like examinees' ID, Photograph, Functions, grade, email ID, Biometric details, etc, from DGS eGov and ePariksha System
3.	Update Examiners profile like ID, Photograph, Function expert, Email ID, mobile No., centre DGS eGov System
4.	Pull function, grade and subject wise question and answer during Oral Examination session from DGS eGov System
5.	Push Oral examination marks/result status given by Examiners (Internal & External) on DGS eGov and ePariksha System
6.	Integration with Simulator and to display examinee wise end result of simulator on Display unit
7.	Integration with Face Recognition System and to capture examinee's face/facial image and update the status of matched or not matched
<b>Updation of Calendar for Slot Booking</b>	
1.	The system should have the ability to
2.	Allow DGS/MMD officer i.e. authorized person to update calendar for the slot Booking on Yearly/ half yearly basis
3.	Allow DGS/MMD officer to download updated calendar for slot Booking
<b>Slot Booking</b>	
	The system should have the ability to
1.	Allow Examinee to access slot Booking module entering Admit Card ID
2.	Allow to select Centre, Date and Time, whereas Function, grade and subject shall be visible/non selectable

3.	to check availability of date & Time at selected centre
4.	Allow examinee to submit if selected date and time are available at selected centre or pop up message gets displayed, to select other Date & Time
5.	Allow Examinee to confirm the slot booking details
6.	Allow to select at most one slot from the slots made available on the VC Application portal
7.	send notification on Examinee's registered Email ID/ <u>SMS</u> Centre, Function, grade, subject, Date, Time and along with Admit card ID& Slot Booking No.
8.	The allotment algorithm shall allow to allocate slots of exam centers on first-come-first-serve basis only.
9.	Allow examinee to download/print Hall Ticket for Oral Examination
<b>Updation of Examiners' Availability</b>	
	The system should have the ability to
1.	Pull Internal and external examiners detailed information from the DGS legacy eGov & ePariksha System
2.	Allow to DGS / MMD Officer to update availability and non availability of Internal and External Examiner
<b>Allocation of Examiners (Internal &amp; External)</b>	
	The system should have the ability to
1	Allocate Examiner (Internal & External) randomly to Examinee, as per Slot Booking
2	Send notification to Examiner (Internal & External) through SMS/Email mentioning centre, function, grade and date & time only
3	Check Examiner's (Internal & External) availability. If any examiner is not available then system shall automatically assign another available examiner ( Internal & External)

<b>MIS Reports</b>	
Reports to be generated	
<b>Illustrative List of MIS reports</b>	
<b>Sr. No</b>	<b>Pre-Video Conference</b>
1.	The system should have to generate report in the following formats i.e. .xls, .pdf, .csv, etc.
2.	List of centre wise Examiners' details as per slot Booking
3.	List of Examinee appeared for Oral Examination, centre, function, grade, subject, date and time wise
4.	List of available Examiner (internal & external) centre, function, grade, date and time wise
5.	List of Examiner (Internal & External) allocated to Examinee
6.	List of Examinee's face/facial image matched or not matched

### 6.1.2 Core Video Conference Services

The Core Video Conference Services primarily should consist of the following important services

Sr. No.	Detailed Functionality
<b>Video Conference Services</b>	
<b>Authentication of Examinee &amp; Cabin allocation</b>	
1	The system should have the ability to
2	Allow to Enter Admit card ID or scan QR code printed on Admit Card/hall ticket
3	Validate the examinee's Admit Card ID/hall ticket at centre
4	Surveyor/MMD officer shall verify examinee's Hall Ticket (name, functions, grade, subject, date, time) and other documents (if required)
5	Capture the examiner's Face/facial image and mark presence if verified by the Face Recognition System
6	Allocate available cabin at centre
7	Allow to re-assign cabin to Examinee or examiner in case of device/system malfunction at centre
<b>Authentication of Examiner (Internal &amp; External)</b>	
	The system should have the ability to
1	Allow to access VC System
2	Validate the examiner's ID
<b>Establish Video Conference Session</b>	
	The system should have the ability to
1	Allow MMD officer / Examinee to enters/select Admit card ID on VC System at allocated cabin
2	Send request/notification to randomly allocated function, grade wise one Internal and one External examiner from list of available Examiners i.e. who have logged in to the VC System
3	Allow Internal and External examiner to accept request/notification/alert for Video Conference session by selecting request (Examinee's ID).
4	Check credentials of Examinee or Examiner in case of video conference session start issue
5	Establish VC session between all 3 participants (Examinee, Internal Examiner & External Examiner)
6	Allow Examiners (Internal & External) to Hold / End Video Conference session
5	Allow Internal Examiner to adjust Visual display on Display unit
6	Allow Internal examiner to view Oral examination conducted by external examiner on Personal Computer (PC), whose IP is configured with VC System, as soon as Internal Examiner leaves the assigned cabin due to some work during VC session
7	Allow internal Examiner to undertake and recall Examinee for verification of External Examiner's assessment report to declare his results, in case Internal Examiner is gone for urgent work/meeting/assignment
<b>Population of Questions &amp; Answers and end result of Simulator</b>	
	<b>Population of Questions &amp; Answers</b>
	The system should have the ability to
1	Allow to pull Question & Answers from DGS eGov System based on Function, grade and

	subject
2	Allow to populate Questions and Answers on Examiners (Internal & External) Display Unit
3	Allow Internal and External Examiner to select questions & answers one after another
4	Allow to display selected Question and answer on Examiner's Display unit only
5	Allow Examiner (internal & External) to enable to display Question on Examinee's Display unit or Display device (Tablet)
<b>Population of End result of Simulator</b>	
1	The system should have the ability to
2	Allow to pull end result of Simulator for selected examinee from Simulator System and display on Examiners (Internal & External) Display Unit
3	Allow Examiner (internal & External) to enable to display Question on Examinee's Display unit or Display device (Tablet)
<b>Write/draw on Digital device</b>	
	The system should have the ability to
1	Allow to configure digital device to communicate only Display unit of that cabin through WiFi, Bluetooth, etc
2	Allow to view drawings drawn and written by Examinee through digital devices, etc on Display unit
<b>Document Camera</b>	
1	The system should have the ability to
2	Allow to configure document camera to communicate only Display unit of that cabin through Cable/WiFi/Bluetooth, etc
3	Allow to view documents by Examinee through document camera, etc on Display unit
<b>Audio – Video Recording of VC session</b>	
1	Allow to record examinees wise audio and video of Oral examination i.e. once the video conference session starts till the end of session
<b>Monitoring of VC session form Central Location</b>	
1	Allow to monitor VC session from central location selecting any online and offline VC session

<b>MIS Reports ( Indicative)</b>	
<b>Reports to be generated</b>	
<b>Illustrative List of MIS reports</b>	
<b>Sr. No</b>	<b>Video Conference</b>
1	The system should have to generate report in the following formats i.e. .xls, .pdf, .csv, etc.
2	List of Video Conference cabin/room allocated to Examinee(s) and examiner(s) (Internal & External)
3	List of centre wise non-functional VC System
4	List of centre wise not allocated cabin/room
5	Other reports as per the requirements of DGS

### 6.1.3 Post-Video Conference Services

The Post-Video Conference Service primarily should consist of the following important services, which entails

<b>Sr. No.</b>	<b>Detailed Functionality</b>
<b>Post-Video Conference</b>	
<b>Enter marks</b>	
	The system should have the ability to
1	Allow Internal and External Examiner to enter marks against Examinee's ID
2	Allow Internal Examiner to edit and accept final marks
2	Displays result as Pass/Fail on Display unit based on logic set
4	Allow to send Pass/Fail status to examine through SMS/Email
5	push the examinee's marks & examination result (pass / fail ) to DGS eGov & ePariksha System
<b>Data Storage VC session data Retention</b>	
	The system should have the ability to
1	Allow to compress and save audio video data on central server
2	Allow to retain data/video recorded as per DGS policies (6 months)
3	Allow to encrypt data/video during transmission
4	Allow to encrypt stored data/video
5	Allow to archive stored data/video
<b>Data Retrieval</b>	
1	Allow to search recorded video by examinee, examiner, centre, day and function
2	Allow to view real-time Oral Examination
3	Allow to view offline and download audio-video records

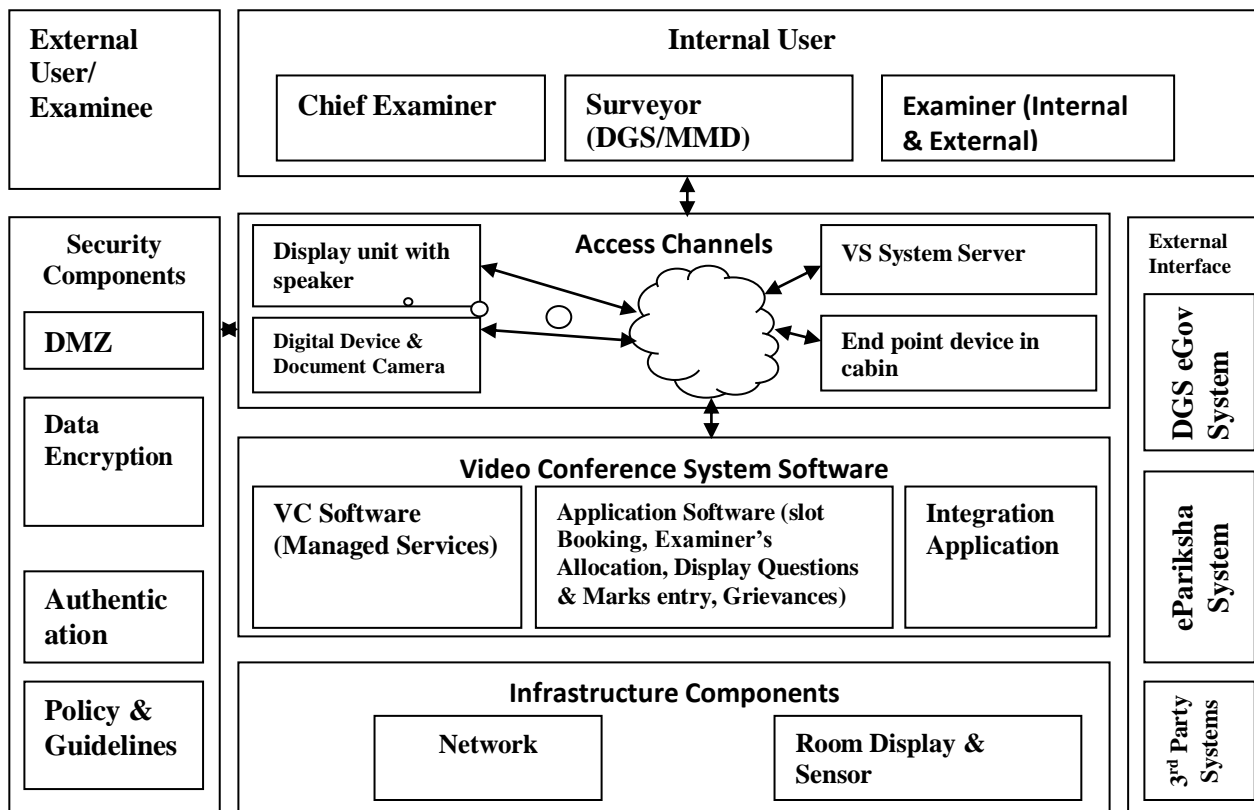
## 7 Technical Requirements

### 7.1 Envisaged Technical Architecture

The Technical Architecture of the Video Conferencing Solution Based Oral examination should be scalable both vertically and horizontally with security features. A high level schematic is provided below. The System Integrator should have the liberty to design the system to meet the functional requirements.

The salient features of the layers should be as follows:

- User Interface
- Access Channels
- Video Conference System Software
- Security Components
- External Interfaces
- Infrastructure Components



### 7.1.1 User

Stakeholder	User Type	Interaction for	Access Channel
Examinee	External user	Slot Booking	Desktop/Laptop
Surveyor (DGS/MMD)/MMD officer	Internal user	External Examiner's availability update, Video Conference Session, Marks Entry	Desktop/Laptop
Examiner (Internal & External)	Internal user	Video Conference session, Marks Entry	Display unit, Digital device & Desktop
Chief Examiner	Internal user	Oral Examination Calendar update, Monitor Video Conference session	Display unit & Desktop

### 7.1.2 Access Channel

Access Channels are the means through which information and services related to the Video Conferencing Software will be available to the users. These include:

- End Point Device:** For Video Conferencing, end point device i.e. coding and decoding device communicate to central server and establishes Video Conference session between assigned/mapped participants, like Internal Examiner and External Examiner shall interact to Examinee seating all in a separate cabin at any centre. The Digital device and Document camera shall communicate to End Point Device through secure HDMI/WiFi, Bluetooth.
- Display Unit:** This device with speaker shall be mounted on wall in each cabin at centre and participants visuals shall be viewed on Display unit installed in a cabin including text/drawing drawn by examinee on Digital device
- Display Device:** This device shall be used to write/draw Answer, which shall be visible on Display unit through end point device installed in that cabin
- Document camera:** This device shall be used to view documents on Display unit installed in that cabin
- VC System Server i.e. Central server (Internet):** The central server would host VC System software at a MeitY empanelled Data Centre Server, from where all End Point Devices installed in each cabin at designated centre would access the application. Apart from this various other application would be hosted in either same or different servers i.e. Web, Slot Booking, Examiners availability, MIS, Grievances Redressal, etc.

- f) **Desktop at Centre & DGS office:** The internal Surveyor (DGS/MMD)/MMD officials at Oral Examination centre would access the VC System software over the LAN. The Examinee's authentication, examiners availability & calendar update application shall be accessed from Desktops /Laptops connected to the central server at Data Centre over an intranet based browser.
- g) **Internet enabled Desktops/laptops:** The internet enabled Desktops/Laptops would be used by Examinee (external users) to access VC System software via internet for Slot Booking and Grievance Redressal only. The Examinee shall click on Slot Booking link provided on DGS eGov Portal to Book Slot by accessing the VC System software hosted at central server (MeitY empanelled Data Centre). Also Surveyor (DGS/MMD)/MMD officials shall click on examiner's Availability link provided on DGS eGov Portal to mark availability of Internal and External Examiners.

### 7.1.3 VC System Software

- a. The VC System Software is a comprehensive IT solution that would facilitate the delivery of Oral Examination related services to various stakeholders in the DGS ecosystem. The VC System Software shall comprises:
- Video Conferencing Software : This software shall manage all Video Conference session and store data
  - Application Software : This shall consists of customization Slot Booking, Authentication, Availability & Random allocation of Internal & External Examiners, Marks entry, Grievance Redressal Mechanism, etc),
  - Application Integration Software: This shall consists of development of API for seamless data sharing between VC System and DGS eGov, ePariksha System, 3<sup>rd</sup> party System recommended by DGS
- b. The System Integrator is expected to adopt the combination of following approaches:
- Configuration/Customization of an existing application that may be commercially available off-the-shelf product (COTS)
  - Be-spoke development of the application
- c. Open source tools may be used wherever bidder feels necessary
- d. The System Integrator is expected to conduct the sizing of the application
- e. Design should be comply with latest Indian e-Governance standards and specifications and those updated time-to-time
- f. The System Integrator should ensure English support and other relevant standard formats for display, Printing and transmitting of data
- g. The System Integrator must ensure that the solution technology components adhere to flexibility, interoperability, usability, availability, manageability, security and integration standards
- h. Design should comply to minimum functional requirements as specified within this tender as described in VC solution architecture Section 6.1 of this document
- i. Design should be flexible to adapt to changes required as per directives from ministry of shipping and DGS



#### 7.1.4 Security Components

The security is a key concern for the VC System Software as system vulnerability may compromise DGS security interests. The following components shall cover the security needs of the VC system:

- a. **DMZ:** The Web application infrastructure would be hosted in a Demilitarized Zone (DMZ) set up by using firewall whereas the VC application server and database server would be hosted in the Militarized Zone (MZ).
- b. **Data Encryption:** To ensure confidentiality of the data, the data is encrypted whether it is in a state of rest or in motion.
- c. **Authentication and Authorization:** In addition to the Examinee's Admit card ID verification at centre, the application shall verify or match the Examinees' photograph. Proper workflows and authentications are required to allow to access VC application.
- d. **Policy and guidelines:** The VC System Software would be governed by the information security policies developed by the System Integrator.
- e. **Physical Security:** The VC System hardware components like Display unit, End point device (coding & decoding device), digital device, Document camera, etc kept in cabin at Oral Examination centre shall be guarded and monitored with proper physical security, access authorizations etc

#### 7.1.5 External Interface

External interface with the e-Gov System, ePariksha System and 3<sup>rd</sup> party System is needed for smooth implementation of the Oral Examination process. The Examinee's eligibility for Oral examination i.e. Registration process and the post-examination processes (Certificate preparation) reside in the e-Gov & ePariksha System, which needs to be integrated with VC System for integrated flow of data between the systems. The Function, grade & subject wise Questions & Answers as well as end result of Simulator needs to be integrated with VC System to display during Oral Examination on respective Examiner's and Examinee's (if Examiner allow) Display unit or Digital Device.

#### 7.1.6 Infrastructure Components

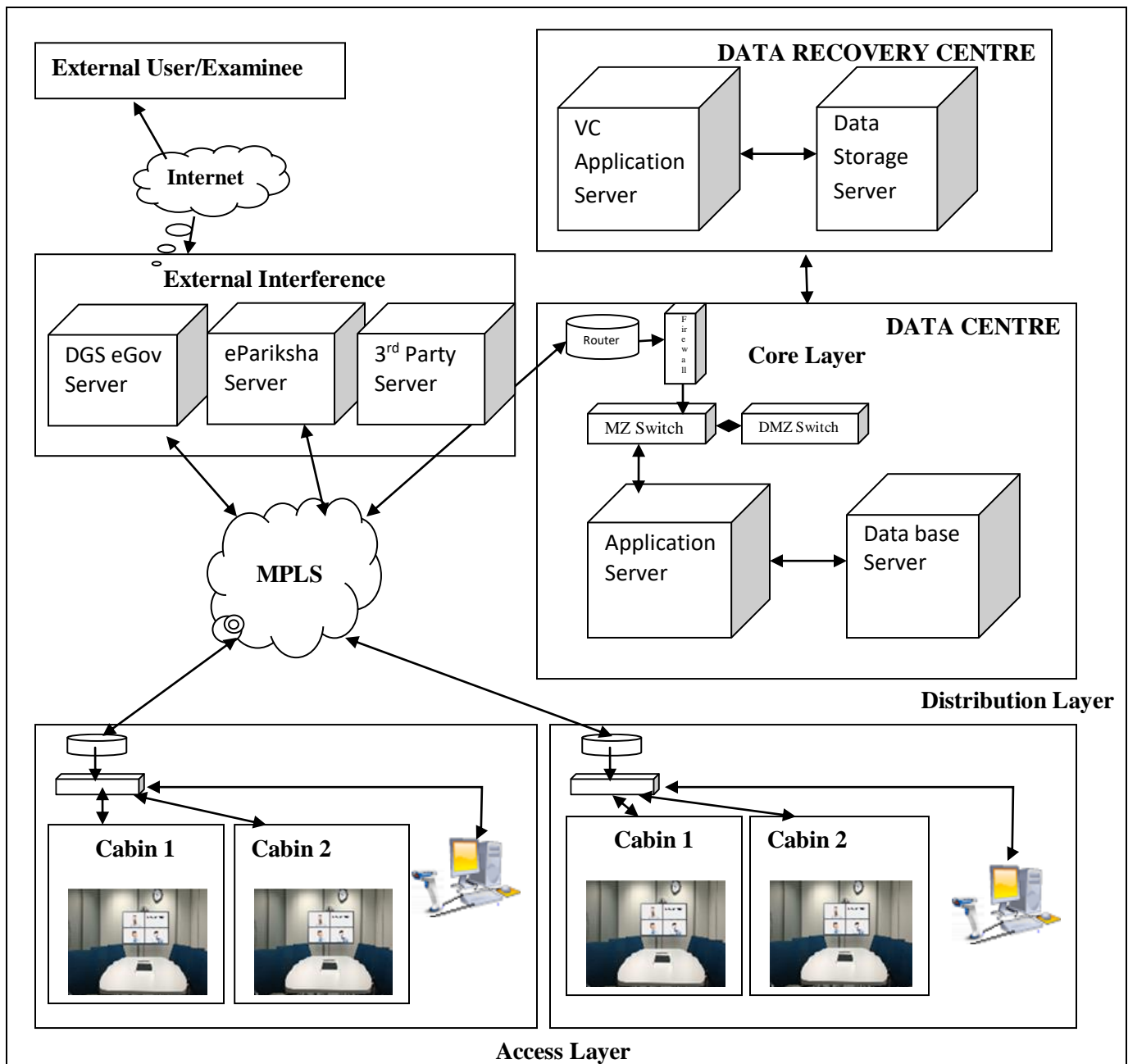
VC System Infrastructure is detailed below:

**Network:** MPLS network should be provisioned between VC System Data Centre and End User device including coding and decoding device and Desktop for examinee's authentication. The redundant internet connectivity (same bandwidth in the case of primary connectivity) would also need to be provisioned by the System Integrator.

**Room Display & Sensor:** This should be installed in each cabin/room at designated centre for indicating occupied or available through VC System Software.

## 7.2 Network Architecture

Below is proposed Network architecture for Video Conferencing solution based Oral Examination system:



Network Architecture

### **7.3 Core Layer**

Core Layer is the interface between public network and the internal network separated by a firewall. The components of the core layer are core router and firewall. They shall be configured in high-availability (HA mode) in order to meet the load requirements of Oral Examinations. This layer is critical since it secures the internal network from external threats/attacks. No single point of failure is ensured by having redundancy in distribution layer.

An intranet shall be used to ensure that all users (DGS/MMD/Examinee) are in closed network that separates from the external world.

### **7.4 Distribution layer**

The distribution layer is responsible for routing the traffic within the network. This layer allows policy-based network routing including packet filtering and processes packets and regulates the transmission of packets based on its source and destination information to create network borders.

The components of the distribution layer are distribution switches, DMZ Zone, servers' zone and SAN zone.

All servers are physically connected into Ethernet distribution switches and are proposed to provide redundancy for database and application server in active-passive mode. All servers shall be dual homed to the two distributions. The network behind the internal firewall consists of separate functional areas that are divided into network segments or VLANs.

### **7.5 Access Layer**

Access layer acts as a first point of entry into the network edge devices, VC End user device, Desktops, etc. It is typically built with high-performance, low-latency layer 2 switches.

Typically, the Examinee shall use the internet to access the slot booking application web interfaces deployed in Distribution layer.

### **7.6 Network Component Layer**

All the application users residing outside the network access the VC application of datacenter through internet link. Examinee/DGS/MMD officers access the web application through firewall subsequently through DMZ zone.

The entire network is divided into demilitarized and militarized zone to meet the security requirements. The DMZ i.e., demilitarized and militarized zone is a physical or logical sub-network that contains and exposes an organization's external service to a larger un-trusted network, usually the internet. The purpose of a DMZ to add an additional layer of security to the network, An external attacker, in a worst case scenario, only able to access the equipment in the DMZ, rather than any other part of the network.

The network deployment consists of all network and security components of the solution. The core objective of network deployment is to provide inter connectivity and communication to all the internal and external users in securing manner without comprising security of data. The network deployment involves the following.

**Edge Switch/Router:**

Edge Switch/Router is considered to operate in the internet backbone at core level. The Edge Switch/Router routes packets between a self-contained network and other outside networks along a network backbone. This Edge Switch/Router shall be connected to all respective Edge Switch/Router deployed in all Oral Examination centers; via redundant MPLS link.

**Core, Distribution and Access Switches:**

The cores switch function as network gateway to the external networks. This will be deployed to connect internet System Integrator link via router. This switch will forward all incoming traffic to distributed switches for further routing of traffic to respective application servers, database servers and other infrastructure devices. The internal network behind the internal firewall consists of separate functional areas that are divided into network segments or VLANs. The switch infrastructure consists of Core switches, Distributed and Access switches.

**Storage Solution:**

Servers shall be connected to the SAN (Storage Area Network) via SAN Switch. The overall Storage solution consists of dual SAN switch in order to maintain redundancies and high availability. The Total raw capacity of SAN storage should be **20 TB**.

The intelligent Meta data should be tagged or unique named for each recording captured and stored, which should provide details about recording.

## 8 Operational & Maintenance Requirements

The System Integrator shall be responsible for the day to day maintenance of the system for the entire period of Contract. For the Video Conferencing Solution (VC System) Hardware and Software components procured as part of this RFP, the selected System Integrator shall 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:

- a. Onsite Warranty support for complete system
- b. Onsite Periodic and AMC support including repair and replacement
- c. Annual Technical Support (ATS) for all the licensed software
- d. Annual Technical Support for all the Hardware/ infrastructure components procured
- e. Grievance Redressal Mechanism for Operational Support

Sr. No.	Detailed Functionality
<b>System Administration and Trouble Shooting</b>	
1	Overall monitoring and management of all Video Conference System components deployed by the System Integrator 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.
2	Repair or replace Video Conference System components deployed for this Project, either directly or through a third party warranty provider depending on the case
3	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
4	Perform system administration tasks such as managing the user access, creating and managing users, taking backups etc.
5	Performance tuning of the system to ensure adherence to SLAs and performance requirements as indicated in the RFP.
6	Maintenance of envisioned system developed by the System Integrator
7	Management of envisioned application and up-gradation as and when required along with troubleshooting
<b>Database Administration and Trouble Shooting</b>	
1	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.
<b>Back Up Management</b>	
1	System Integrator should evolve a backup and archival strategy
2	Regular backups of project related data
3	Handling service requests on backup and restoration
4	Generation of monthly report on the backup/restoration performance
<b>Security Management</b>	

1	Reporting and resolution of security incidents
2	Vendor/OEM management
3	Escalation and co-ordination with other vendors/OEMs for problem resolution
<b>General Administration</b>	
1	Providing suitable access to DGS/ Project Management Unit, to tools implemented for monitoring infrastructure components
2	Creation/deletion/modification of user accounts at the OS level
3	Periodic review of user privileges at the OS level
4	Password management
5	Any other day-to-day administration and support activities required
<b>Warranty</b>	
1	The System Integrator should provide comprehensive support & warranty for 5 years from the date of Go Live for all artifacts which would be provided by the System Integrator.
2	The System Integrator shall 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 System Integrator 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 System Integrator is not adequate to meet the service levels.
3	The System Integrator shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
4	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).
5	The System Integrator shall develop and maintain an inventory database to include the warranties of the supplied artifacts by the System Integrator.
<b>Overall</b>	
1	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 Video Conference System components (Hardware & Software) wherever needed to keep the performance levels of the Video Conference System 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.
2	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.
3	Escalate and co-ordinate with its OEMs/ OEM's subscribers for problem resolution wherever required

## 9 VC System Components Specification

The minimum specification for Video Conference System is detailed below:

### 9.1 Video Conference Software

Sr. No.	Parameter	Specification
1.	Video Session	Fully integrated multipoint voice, data, and video conferencing solution with 25 VC concurrent users or parallel cabins/rooms at a time and scalable/upgradeable upto 50 VC parallel cabins/rooms at a time
		VC Software should be able to connect 3 locations at Full HD resolution (1080p 60 fps) in a single Video conference and should be able to host at least 25 simultaneous Video conferences in Full HD Resolution
2.	Video Resolution	1080p 60fps in a synchronous mode
3.	Redundancy	(N+1) redundancy at central location
4.	Devices	Windows Desktop/Laptop, Android, IOS devices
5.	Video Recording	VC Software should have either inbuilt video recording capability or offer external Video Recording Server with the capacity to Record 600 Hours per day at HD/Full HD Resolution. Each Video session should be recorded from start to end (three participants (examinee, Internal & External examiner) seating in a different cabin shall establish one VC session) i.e. <i>This should be capable to store a symmetric live streaming video conference of 5 participants or 1 unit oral examination (one examinee, one internal examiner, and one external examiner)</i>
6.	Data Sharing/ Display	The VC software should support Examiner to mute/End VC Session and allow display Questions & Answer on Display Unit and allow to sharing Questions to Examinee.
		The VC software should have capability display on Digital device, so that the Examinee can draw and write text during the VC session using multiple annotations.
		The VS software should have capability to share Documents using Document camera by the participants
		The VC software should be capable to visualize drawing/text drawn on Digital device and multiple Videos in Display Device
		The VC software should have capability to connect Full High Definition IP Based H.323 End point user device in each cabin at Full HD (1080p) Resolution.
		Simple and intuitive control of video transmission and image layouts.
		The VC software should have H.239/BFCP protocol for sending and receiving dual video streams (Presenter + Presentation).
7.	Encryption	AES 128 Bit Encryption And Support NAT/Firewall Traversal to connect end point on Internet at least 5 session on a day
8.	Switching layout	Voice activated Switching layout which can be enabled or disabled with Speaker in bigger video.
9.	Audio protocols	G.711, G.722.1, G.723 / GIPS, OR equivalent
10.	Video protocols	H.264/H.264 SVC/H.264VBR/H.264HP/H.264AVC/H.265 or better
11.	Data	Data transmission should be Fully Encrypted between endpoint & VC Software

	Encryption	with atleast 128 Bit strong AES encryption for calls and H.235 for authentication
12.	Bandwidth Support	Dynamic bandwidth adjustment during a conference
13.	Continuous Presence	Continuous Presence to show at least 4+1 participant with ability to frame layout as per requirements on Display screen. (four quadrants of equal size, 2 for displaying the video image of a different participant and one/two for Question/Content display
14.	Scheduling	VC Software should have scheduling capability to integrate with any application using API and block new resources and VC end points devices
15.	Configuration	Simple user-friendly configuration and setup. Configuration via the LAN port
		The VC software should be able to manage third party VC systems i.e. VC units and MCU from other vendors also. Must provide a strong GUI so that the devices can be arranged in a customizable folder view format. VC Software should be capable to register end point devices as per licensed unit
		The VC software should support event logging and notifications including boot, link down/up, connect error, call connected/disconnected, lost response/got response, Down speeding, upgrade start/finish scheduling, gatekeeper registration, low battery, wrong password alert. Management application should manage end point devices as per licensed unit
		The VC software should automatically be able to detect the latest software version of the VC endpoints and upgrade the endpoints.
		OEM should be in the Gartner's leader's/Challengers quadrant for Group Video Conference/ Meeting Solutions for at least once in last three consecutive years

## 9.2 Application Software (Workflow)

Sr. No.	Specification
<b>Application Software</b>	
1.	The Application software comprises components like Slot Booking, Examiners' availability update, Marks entry, Oral Examination calendar update, Grievances Redressal and Dashboard
2.	The system should designed to meet the Functional Requirements for Video Conferencing based Oral Examination as detailed in section 6.1 of this document
3.	The Application software components must follow open standards and open source technologies. All application deployed should be OS platform agnostic
4.	The System Integrator should design Application Software components comprising latest Indian e-Governance standards and specifications
5.	The System should provide Cross Platform, Zero Footprint Client Access
6.	The System should support Role Based Access
7.	The System should support encryption and compression features
8.	The System should support upload, store, organize and share documents
9.	The System should support check in/check out capabilities
10.	The System should supports the import of content into the repository
11.	The System should Support Managed Metadata
12.	The System should support content Record and archiving capabilities



<b>Grievance Redressal Mechanism</b>	
13.	Any grievance raised by the Internal and External users should be tackled online by then directed to concerned authorities for redressal as per policies.
14.	The system shall contain predefined queries and list of concerned authorities
<b>Application Security</b>	
15.	The system should allow Role based access control and security at all levels
16.	User ID & Password should be implemented as an access to enable secure login and authorized access to the application
17.	Authentication credentials and sensitive data stored in encrypted format in the database
18.	All user data should be encrypted while transmitting (Min 128 bit SSL)
19.	The system must maintain confidentiality of sensitive information and data of users
20.	Appropriate mechanisms, protocols, and algorithms necessary to protect sensitive and confirmation data and information both during communication and storage should be implemented
21.	Audit trails should be maintained to enable generation of a comprehensive report as and when required
22.	The privacy of data has to be ensured by the System Integrator at all times. The System Integrator has to ensure that data sharing is done as per the policy.
23.	The system should be cloud enabled security architecture model to facilitate effective incident response resolution, forensic investigation during incident analysis with best practices like real time internal network defense, etc.
24.	The system should follow data security life cycle as a principle in securing data while creating, storing, sharing, archiving or destroy.
25.	The Application Development must follow secured SDLC process development
26.	The system should be Distributed Denial of Service (DDOS) Free Bandwidth as a part of its solution.
27.	The system should allow to access data through application layer (via an application) at all times.
28.	The system has ability to notice and report hacking/suspicious activity
<b>Administrative Security</b>	
29.	The system should allow to access based on standard roles established and users are placed into roles
30.	The system should allow to update requests to change user roles are authenticated and maintained (archived)
31.	The system should allow to supports Single Sign-on across modules
32.	The system should provide system generated reports on level of compliance/non-compliance against defined SLA parameters
<b>Incident Management</b>	
33.	The system should have provision to log any incident during operations like accident, emergency situation, security/ safety issue and breakdown. The incident categories should be well-defined and subsequent workflow should be mapped in the system
<b>Alerts and Notifications</b>	
34.	The system should have provision to send SMS/e-mail alerts to the users and authorized signatories as configured in the system. These alerts would be generated at various stages and hence would interact with all the components of the VC System software. Alerts such as

	application status change, Slot booking validity, etc. would be popup on the screen
<b>Email Solution</b>	
35.	The system should have provision for mailing solution, which would be integrated with the application layer for exchange of information
<b>SMS Solution</b>	
36.	The system should have provision for SMS gateway to send SMS notifications such as Slot Booking status, Marks obtained, etc. The SMS gateway will also be used to send notices / alerts / reminders etc. to internal DGS / MMD officers or other port users as and when required

### 9.3 Integration Software

Sr. No.	Specification
	<b>Integration Software</b>
1.	The System Integrator should develop Application Protocol Interface (API) to pull or push required data from DGS eGov System and ePariksha System and 3 <sup>rd</sup> Party system recommended by DGS
2.	The system should share the same to DGS eGov and ePariksha System in a prescribed format
3.	The system should transfer data after at least 128 bit encryption
4.	The system should maintain logs

### 9.4 End Point Device

The specification for End Point Device (Coding & Decoding) is detailed below:

Sr. No.	Specification	
1	Video Standards	Multipoint Full HD 1080p@60fps with the following video standards H.264, H.264 HP/AVC/SVC/VBR or H.265 H.323, SIP standards for communications. Each End Point Device (coding and decoding device) should be upgradable to 1+3 HD Multisite Video Conferencing by addition of license in future.
2	Resolution	Full High Definition - 1920 x 1080p High Definition - 1280 x 720p 4CIF -704 x 576 pixels 4SIF-704 x 480 pixels VGA -640 x 480 pixels Progressive or Interlaced CIF - 352 x 576 pixels CIF -352 x 288 pixels SIF-320 x 240 pixels QCIF- 176 x 144 pixels
3	Video Features	Ability to send and receive two live simultaneous video sources in a single call, so that the image from the main camera and Digital device (tablet) or document camera can be seen simultaneously.
4	Interoperability Protocol	standard H.323 & H.239 protocols for interoperability
5	Video Output	Should have at least 1/ upgradable to 2 nos. of HDMI / or equivalent (High Definition Multimedia Interface) output to connect Full High Definition display devices such as Display Device both Video and Content.

6	Audio standards	G.711, G.722, G.722.1, G.729/GIPS / SPEEX codec or MPEG4 - AAC (LC). or equivalent standard
7	Audio features	Automatic Echo Cancellation, Automatic Gain Control and Noise Reduction
8	Video and Audio Inputs	2 HDMI/HDCI or equivalent 1st HDMI/HDCI input for connecting Main HD camera (or Inbuilt HD Camera) and 2nd HDMI input for connecting Digital Device/ Document Camera for Content Sharing
		1 Microphone (inbuilt or external) to cover at least 2 People with inbuilt eco cancellation
9	Speaker	Inbuilt or External
10	External devices	USB port, HDMI /DVI ports or equivalent
11	Network Interfaces	One Ethernet (RJ-45) 10/100/1000 for LAN Additional Ethernet (RJ-45) 10/100/1000 for LAN OR Wi-Fi : IEEE 802.11a, 802.11b, 802.11g, and 802.11n
12	Video & Audio packet loss	H.323 based Packet Lost Recovery
13	Internet Protocol	IPV4 & IPV6
14	Bandwidth	Internet leased line of at least 6 Mbps, Supports dynamic bandwidth adjustment during a conference
15	Security	Password protected system menu Authenticated access to admin menus, web interface and telnet API WiFi security: WPA, EAP-FAST, PEAP-MSCHAPv2, EAP/PEAP-GTC, EAP-TLS
16	Encryption of video session	<ul style="list-style-type: none"> <li>• ITU-T standards based Encryption of the video session</li> <li>• Video session should be encrypted end-to-end on IP calls</li> <li>• Standards-based: Secure Real-time Transport Protocol (SRTP) (AES 128 bit), H.235 (AES 128 bit)</li> </ul>
17	Camera Specifications:	Minimum of 2X zoom in case of 4K resolution camera 4x200m if 2k resolution 1920*1080p resolution at 30fps/60fps and offer True uncompressed Full HD Video Signal to the End point device in order to avoid double compression. At least 80° Horizontal Field of View
18	Content Sharing	The End point device should support to share content on wireless from Digital Device (Tablet) without entering endpoint device (coding and decoding device) IP
19	General	Coding and decoding devices must be custom built hardware and not software loaded on a Personal computer. VC Software, Coding and Decoding devices should be from same OEM

## 9.5 Display Unit

Specification for Display unit is detailed below:

Sr. No.	Specification
1.	Diagonal High Definition Screen size 43"
2.	Panel Type: LED
3.	Resolution 1920 X 1080 or higher
4.	Contrast ratio 1000:1 or higher
5.	Input & Output : HDMI-2, , Audio in & out, 1 USB, RJ 45/RS 232 & Wi-Fi connectivity
6.	Power cable, HDMI Cable, Audio Video cable of required length
7.	Audio: Two in -built speakers capable enough to cater a room
8.	should be certified for BIS
9.	Brightness : 300 nits or higher
10.	Display should run 16*7 without any problem.
11.	supply table top/wall mount Stand along with Display
12.	Remote Control with Batteries
13.	230V, 50 Hz AC input

## 9.6 Digital Device

Specification for Digital Device (Tablet) is detailed below:

Sr. No.	Parameter	Description
1.	Operating System	Android OS (latest version)/iOS/Windows (latest version)
2.	CPU	Dual-core 1.6 GHz
3.	Display	1280 x 800 pixels, 10.1 inches or more
4.	Memory	16/32 GB, 1 GB RAM
5.	USB	MICRO, SD
6.	DATA	WiFi
7.	Camera	Front 3.15 MP/1.3MP
8.	Battery Life	minimum 9 hrs Battery Life
9.	Size	243.1 x 176.1 x 8 mm
10.	Other	Palm Resistance

## 9.7 Document Camera

Specification for Document Camera is detailed below:

Sr. No.	Parameter	Description
1.	Mounting	Table top
2.	Resolution	2 mega pixel
3.	Zoom	lens with 12x optical/10x digital zoom
4.	Memory card slot	1 SD/SDHC
5.	File Formats Support	JPG, BMP, PNG, AVI, MOV, PDF, EIT

6.	Compatibility	Compatible with end point device (codec)/Personal Computer
7.	Interface	USB
8.	Accessories	Remote control with batteries, VGA/USB cable, Microscope adapter, software and manual

## 9.8 UPS

Specification for Uninterrupted Power Supply (UPS) is detailed below:

Sr.No	Parameter	Specification
1.	<b>Make</b>	Must be specified
2.	<b>Model</b>	All the relevant product brochures and manuals must be submitted.
3.	<b>Power Rating</b>	2 KVA input system
4.	<b>Technology</b>	True On-Line Double Conversion Architecture
5.	<b>Nominal input voltage (VAC)</b>	220/230/240 VAC
6.	<b>Input voltage Range</b>	330 – 480 VAC half load
7.	<b>LED</b>	LCD Display having complete information about the Input and Output data
8.	<b>Standard Communication ports</b>	RS232
9.	<b>Form Factor</b>	Floor Mounted type
10.	<b>Power Back up hrs</b>	2 hrs

## 9.9 Dedicated Leased lines

Specification for Leased Line is detailed below:

Sr. No.	Specification
1.	Dedicated 2 Mbps 1:1 leased line per cabin/room
2.	Connectivity 100 Mbps 1:1 at Data Centre and 50 Mbps 1:1 between DC & DR

## 9.10 Server at Data Centre

Specification for Servers is detailed below:

Sr. No.	Parameter	Specification
1.	CPU Model	Intel Xeon Gold 6152
2.	CPU Speed	2.1 GHz
3.	Core Amount	44
4.	RAM	12 * 8G (2666 MHz)
5.	Hard Disk Drive	1T (500GB be use for running system, 500 GB for recording)

## 10 System Sizing & Deployment Requirements

## 10.1 Sizing Hardware & Application Requirements

Sr. No.	Detailed Functionality
1.	The envisaged Video Conferencing software should be designed to handle 60 cabins/rooms with 10% scalable
2.	The functional and technical requirements of Video Conferencing system may also provide reference for the sizing activity

## 10.2 Deployment in Data Centre and Disaster Recovery Centre Requirements

- a. The System Integrator shall host the entire VC System Software centrally at the cloud based MeitY approved (Tier III) Data Centre.
- b. The systems shall be designed for 24x7 operations and meet all SLA requirements
- c. The cloud hosting shall include the following
  - All compute infrastructure like web servers (VMs), application servers (VMs), database servers (VMs), etc.
  - Software Licenses (Database, Application, etc.)
  - Cloud based data storage
  - Backup Solution (including VMs and software)
  - Networking components like high availability switches, routers, firewalls, etc.
  - Load balancing components
  - Any other components required for functioning of the solution
- d. The entire hosting for all Disaster Recovery equipment should be from a single location with perimeter and physical security. The Disaster Recovery centre should be in India and at a different seismic zone from Data Centre Site
- e. All data should be replicated between DC and DRC. There shall be no data inconsistencies issues with either data centre sites. DC and DRC shall operate in active - passive mode. This DRC shall also host the VC System Software hosted at the Data Centre and serve as the redundant link in case of failure of accessing applications from the DC. This would thus aim at bringing in the transition from a Distributed database environment to a centralized database environment which is considered more reliable and convenient to manage.
- f. The VC System Software infrastructure provisioned in DRC shall be capable to handle minimum 50% load at any point in time. All the VM, OS, DB, Middleware, application, etc version should be identical at DC and DR
- g. Storage at DRC should be 100% of the DC at any point in time
- h. The System Integrator to provide primary and secondary connectivity for each site
- i. The connectivity between both sites should ensure the replication works seamless with minimal data loss.
- j. The System Integrator shall carry out Disaster Recovery drill minimum once every year or as per DGS's policy
- k. The System Integrator should provision for two leased lines of 100 Mbps each at DC & 50 Mbps at DRC

## 11 Capacity Building and Training Requirements

Capacity building is the fulcrum for project success. Training should be imparted by the selected System Integrator (SI) to DGS, MMD officials & External & Internal Examiners. The training shall encompass the

knowledge of basic functionalities of Video Conferencing Application as per defined roles including pre-VC, Core-VC and Post VC System, which comprises but not limited to integration with DGS eGov & ePariksha system, examinees' verification at centre, video session start, selection of questions and display written and drawn on Digital device by Examinee on Display unit.

The training is predominantly categorized into Two (2) broad types as mentioned below:

Training	Training content outline (Indicative)	Duration
<b>Video Conferencing Application Training</b>	<ul style="list-style-type: none"> <li>• Introduction of VC System Software and Overview of VC System architecture</li> <li>• Overview of various VC System Software components</li> <li>• Integration with DGS e-Gov &amp; ePariksha Systems and 3<sup>rd</sup> party System including Security system</li> <li>• Functions of various hardware installed in cabin/room and centre</li> <li>• Video Recording &amp; Retrieval Mechanism</li> <li>• Awareness of SLAs</li> <li>• MIS report &amp; Grievances Redressal Mechanism</li> <li>• Hands on experience related to activity involved</li> </ul>	DGS & MMD officers for VC application (batch of 10 - 30 Officials) at DGS office
<b>End User Training</b>	<ul style="list-style-type: none"> <li>• Overview of the VC System equipments installed at cabin and its architecture</li> <li>• Operation of VC System equipments installed in Cabin/room and Centre</li> <li>• Video session start and resizing video frame on screen</li> <li>• Selection of Oral questions &amp; Answer One after another</li> <li>• Establish communication between Display Unit, Digital Device and Document camera</li> </ul>	MMD staffs and Examiners for Function of VC system at Oral Examination centre (batch of 20 - 200 staffs)

In case of change of officials, the System Integrator should ensure training of concerned officials for the usage of Video Conferencing System.

**Training Plan:** As part of the Technical Proposal, the Bidder shall provide a detailed training plan entailing all the above requirements. The training plan should inter alia cover, training course, duration, batch size etc.

## 12 Testing Quality Assurance & Acceptance Requirements

Testing Quality assurance & Acceptance Requirements are detailed below:

- a. The primary goal of Acceptance Testing and Certification is to ensure that the VC System based Oral Examination 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:
  - i. Functional, Technical and Compliance requirements
  - ii. Infrastructure (including Hardware, server, storage, network, end user device, etc.) Compliance Review
  - iii. Availability of the project services at the defined locations
  - iv. Performance
  - v. Security
  - vi. Manageability
  - vii. System Adoption
  - viii. SLA Reporting System
  - ix. Project Documentation (Requirements, design, development, configuration, training and administration manuals etc.)
  - x. Data Quality Review
  - xi. Risk Management and Mitigation plan
- b. As part of Acceptance testing, performed through a third party agency, DGS/MMD official 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.
- c. The procedures and parameters for testing will be laid down by the Third Party Agency after approval from DGS/MMD officer. The solution deployed by the System Integrator has to satisfy third party acceptance testing upon which the system shall provisionally go-live, subject to DGS approval.
- d. DGS will establish appropriate processes for notifying the selected System Integrator of any shortcomings from defined requirements at the earliest instance after noticing the same so as to enable the selected System Integrator to take corrective action. All gaps identified shall be addressed by the System Integrator 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.
- e. It is to be noted that the involvement of the third party for acceptance testing and certification, does not absolve the System Integrator of his bidder to meet all SLAs as laid out in this RFP document.
- f. 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.
- g. 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:



**i. Functional, Technical & Compliance Requirements Review:**

The VC solution developed/by the System Integrator shall be reviewed and verified by the agency against the Functional and System Requirements signed-off between the DGS and the System Integrator. All gaps identified shall be addressed by the System Integrator 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 System Integrator 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 Surveyor (DGS/MMD)/MMD officer (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 DGS/MMD officers, who shall be responsible for day-to-day Oral Examination related procedures of the functions automated through the project. The system, during the functional requirements review, shall necessarily satisfy the user acceptance testing process.

**ii. 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 System Integrator against the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by the System Integrator. Compliance review shall not absolve the System Integrator from ensuring that proposed infrastructure meets the SLA requirements.

**iii. 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.

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

**iv. 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.

**v. 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.

**vi. Manageability Review**

The agency shall verify the manageability of the solution and its supporting infrastructure deployed using the system monitoring tools proposed by the System Integrator. The manageability requirements include requirements such as remote monitoring, administration, configuration, inventory management, fault identification etc.

**vii. SLA Reporting System**

The System Integrator shall design, implement required tools 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 system monitoring tools deployed for the project, based on SLAs, shall be configured by the System Integrator to calculate the payment to be paid by DGS after deducting the necessary penalties.

**viii. 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 System Integrator to the complete satisfaction of DGS.

## **13 Exit Management**

The System Integrator shall prepare and provide the DGS an Exit Management Plan. Details of the Exit Management are furnished in RFP **Volume-3 of this RFP**.

The Exit Management Plan shall contain the details thereof including the following:

- a. A detailed program of the transfer process that could be used in conjunction with DGS or the Replacement System Integrator, 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 during the transfer;
- b. Modalities for communication with System Integrator's sub-contractors, staffs, suppliers, service providers and any related third party as are necessary to avoid any detrimental impact on the systems operations as a result of the transfer;
- c. Plans for provision of contingent support to the project and DGS or the replacement System Integrator for a reasonable period after the transfer.

**Handover Mechanism:**

- a. At the end of the specified VC Project contract period, the DGS may exercise its option to renew the contract of the VC Project with the existing System Integrator or decide to undertake these activities on its own or to a third-party.
- b. If Handover is required to DGS/any other System Integrator at the end of the existing VC Project contract period or otherwise, System Integrator would be responsible for handing over the complete know-how, documentation records, software logs and all such relevant items that may be necessary for the transition process

**Exit Management Plan:** *In this regard bidder is instructed to provide an Exit Management Plan in their bid response.*

## 14 Bill of Materials and Technical Specifications (Indicative)

Tentative Bill of Materials and Technical Specifications are detailed here for reference. System Integrator/Bidder is advised to install items to meet the requirements in each cabin at Oral Examination Centers across India.

Sr. No.	Item	Qty
1.	Video Conferencing Management Software with Recorder Host license (60 units)	1
2.	Application Software-Portal (Slot Booking, Authentication, Application Software (Slot Booking, Authentication, Random allocation of Examiner, Question & Answer Display, Marks entry etc), Marks entry etc)	1
3.	Application Integration Software	1
4.	Hosting on MeitY approved DC & DRC with 6 months recorded audio video storage facilities with minimum two virtual machines (server)	1
5.	Connectivity 100 Mbps 1:1 at Data Centre and 50 Mbps 1:1 between DC & DR	1
6.	SMS Gateway (1 Lakh per year)	1
7.	Technical and operation help desk along with Grievance Redressal Mechanism	1
8.	Training cost	One time

Sr. No.	Item	Mumbai	Kolkata	Kochi	Chennai	Kandla	Noida	Visakhapatnam
1.	Video Conferencing end point device (Camera, MIC, Coding & decoding unit, etc)	16	13	7	9	3	11	3
2.	Display unit with inbuilt speaker & mounting unit 43' (Industrial / Enterprise version)	16	13	7	9	3	11	3
3.	Digital Device with stylus and charger	16	13	7	9	3	11	3
4.	UPS , 2 KVA, 240 V, (2 hrs backup)	16	13	7	9	3	11	3
5.	Document camera	16	13	7	9	3	11	3

6.	10" Room Display unit with controller and sensor at outside cabin	16	13	7	9	3	11	3
7.	Personal Computer with OS software	1	1	1	1	1	1	1
8.	QR code scanner with application	1	1	1	1	1	1	1
9.	Internet secure Connectivity with redundant lines (Primary and Backup Links) 2 Mbps 1:1 leased line at cabin	1	1	1	1	1	1	1

## 15 Annexure I- Adherence to Standards, Policies & Guidelines

### 15.1 Compliance with Industry Standards & Policies

The VC System should be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This should apply to all the aspects of solution including but not limited to design, development, security, installation, and testing.

During the implementation following standards & guidelines of MeitY should be referred/ used

- a. The solutions should be made centralized, multi-tenant, Integratable and support open APIs. Interoperability is defined as the ability of two or more systems or components to exchange information and use the information that has been exchanged. Data standardization and interoperability are prerequisites for sharing and interfacing DGS/Data with other National Agencies/State Agencies and businesses..
- b. The VC Software may be COTS but other application software should be built on open source software and open standard platform and adhere to policies set out by MeitY on Open Source, Open APIs, Software development and Reengineering guidelines, GoI cloud policy
- c. The solution should be capable to use Controller of Certifying Agency empanelled agencies for authentication (Aadhaar based authentication and e-KYC using biometric devices), Digital- Locker, Digitize India, e-sign, PayGov India, National Payment Gateway platform, Mobile-Seva etc.
- d. The solution should be cloud based or cloud compliant
- e. The solution would be scalable and replicable with minimum changes, for similar kind of operations

There are many standards that are indicated throughout this RFP as well as summarized below. However the list below is just for reference and is not to be treated as exhaustive.

Sr. No.	Components/System	Standards
1	TEAP	Merchant Shipping Rules 2014
2	Information access/ transfer protocols	SOAP, HTTP/HTTPS
3	Workflow Design	WFMC / BPM Standard
4	Interoperability	Web Services, Open Standards
5	Information Security	System to be ISO27001 compliant
4	Operational Integrity & Security Management	System to be ISO17799 compliant
5	Service Management	CMMI / ISO / IEC 20000
6	Project Documentation	IEEE/ISO/CMMi (where applicable) specifications for documentation
7	Internet Protocol	IPv6 ready equipment

Apart from the above the System Integrator need to ensure compliance of the VC System based Oral Examination project with Government of India IT security guidelines including provisions of:

- a. The Information Technology Act, 2000” and amendments thereof and

- b. Guidelines and advisories for information security published by Cert-In/MeitY (Government of India) issued till the date of publishing of tender notice. Periodic changes in these guidelines during project duration need to be complied with.
- c. The TEAP serves as a supporting document to the M.S. (STCW) Rules 2014, providing necessary guidelines, procedures for certification of the various ranks of Seafarers, and provides details of the training courses, sea-going service requirements, training requirements, examination, assessment and eventual award of certificate of competency/proficiency to the various ranks of seafarers under the Merchant Shipping (STCW) rules 2014, promulgated by the Ministry of Shipping Government of India.
- d. The DGS /Directorate hopes that the TEAP will benefit the concerned stakeholders to ensure that the seafarers are fully competent and qualified to perform their duties on board. It is desired that the certification process goes beyond the obtaining of a qualification document, and enables the seafarers to achieve the aforementioned goals of safety and efficiency of ship operations.
- e. The TEAP describes the procedures for certification of the various ranks of seafarers, and provides details such as eligibility criteria, sea-going requirements, training requirements, training courses and their syllabi, examination and assessment criteria, and other relevant information
- f. While designing developing, customizing VC System in response to this RFP, the System Integrator shall adhere to all applicable standards published by:
  - i. 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>
  - ii. National Informatics Corporation The latest version of the standards may be found at [web.guidelines.gov.in/](http://web.guidelines.gov.in/)
  - iii. Guidelines for Indian Government Websites (GIGW), available at: [http://darpg.gov.in/sites/default/files/Guidelinesfor Government websites 0 0.pdf](http://darpg.gov.in/sites/default/files/Guidelinesfor%20Government%20websites%200.pdf)
  - iv. "Policy on Open Application Programming Interfaces (APIs) for Government of India" available at: <http://www.egazette.nic.in/WriteReadData/2015/164238.pdf>
  - v. "Policy on Adoption of Open Source Software for Government of India" available at URL: <http://www.egazette.nic.in/WriteReadData/2015/163746.pdf>
  - vi. "Policy On Collaborative Application Development by Opening the Source Code of Government Applications", available at: <http://www.egazette.nic.in/WriteReadData/2015/164611.pdf>
  - vii. "Policy on Adoption of Open Source Software for Government of India", available at URL: <http://www.egazette.nic.in/WriteReadData/2015/163746.pdf>

## 15.2 Compliance to Open Standards & OSS Policy of GoI

Open standards are of major importance for the success of all such ICT based governance projects in both the short and long term duration. By adopting open standards, the vendor lock-in and technology lock-in can be avoided. Open Standards provide standard interfaces and models for the data to be exchanged and are the key enablers for establishing well-functioning service oriented architecture.

- a. The solutions would be made centralized, multi-tenant, integratable and support open APIs
- b. The application would be built on **open source software (OSS)** and **open standard platform** and adhere to policies set out by MeitY on Open Source, Open APIs, Principle of e-Kranti, Software development and Reengineering guidelines, GoI cloud policy.

### 15.3 Technical Standards

- a. **Architecture-** The application architecture should be n-tiered and must include all necessary software components. Architecture shall allow for future scalability and scope addition by way of defining new services
- b. **Interoperability** – System Integrator, I shall propose the solution and technology platform that is based on the open standards, provide interoperability with other operating systems and application servers, guarantee portability of data and content and that the best meets the functional, non-functional and technical specifications provided in the RFP. System Integrator must follow the Deity guidelines on open standards available at <http://egovstandards.gov.in/>
- c. **Integration with Existing IT Applications:** System Integrator should ensure that the proposed solutions are having necessary interfaces for data exchange with the existing IT applications
- d. **Web Services-** System Integrator should ensure that the solutions proposed be integrated based on open standards supporting Web Services principles
- e. **Compatibility** -The system should run on multiple browsers (IE 6.0 and above, Firefox 2.0v and above, and Google Chrome).
- f. The solution architecture should be platform, database and vendor independent
- g. The solution is required to provide modularity (business function and process) that should support addition / removal of one more modules as and when required
- h. The solution should ensure data safety and integrity in the event of communication channels operation failures, software and hardware operability failures
- i. The solution should have the ability to scale up as and when the new business applications and services are added without compromising the performance of the overall solution. The architecture should be proven to be highly scalable and capable of delivering high performance as and when the transaction volumes increase.
- j. System should employ a common user access and authentication service to ensure Single Sign on for the end-user.
- k. The system should be developed to be deployed in n-tier data center Architecture.
- l. System should be extensible to provide access to the interfaces through mobile data terminals.
- m. System should support secure transmission of data over the network and support Secured Socket Layer (SSL).
- n. Any access to the solution database shall only be via application after appropriate authentication
- o. System should support requirement of OTP and digital certificates for authentication and non-repudiation.
- p. As part of their Technical Bid Response, the System Integrator shall provide the detailed architecture and comprehensive Bill of Materials for all components of the proposed solution

### 15.4 Compliance to NeGP Framework

- a. The solution architecture for the applications should be based on the layered architecture approach, allocated with a different set of service components like presentation, business, security, data access and data storage components. Each layer would be loosely coupled with the adjacent layers providing demarcation of functionalities. Components in each layer will interact with components of neighboring layers only. The layered approach ensures a clean division of responsibility and makes the system more scalable, flexible, maintainable and extensible with a high level of cohesion between components.
- b. Proposed solution should be exposing the services in a Service Oriented Architecture (SOA).



## 16 Annexure II-DGS Oral Examination Function

List of Engineering & Nautical stream Certificate of Competency (COC) Examination Papers are depicted below:

### 16.1 Engineering Stream Oral Examination Function

Here is list of functions for Engineering stream Oral examination:-

Oral Examination Name/Function	Subject	Remarks
<b>Foreign Going</b>		
Class II and Class IV	<ul style="list-style-type: none"> <li>Naval Architecture</li> <li>Ship safety &amp; Environment protection &amp; Personal care</li> </ul>	Function 3
Class II and Class IV	<ul style="list-style-type: none"> <li>Marine Engineering Knowledge (General)</li> <li>Marine Engineering Knowledge (Motor)</li> </ul>	Function 4
Class II and Class IV	Marine Electro Technology	Function 5
Class II and Class IV	Marine Engineering Practice	Function 6
ETO	Marine Electro Technology & SSEP	Function 5/ETO
Class I	Engineering Management	Subject 1
<b>NCV</b>		
NCV class IV	<ul style="list-style-type: none"> <li>Ship construction &amp; Stability</li> <li>Ship safety, Environmental protection</li> </ul>	Function 3
NCV class IV	<ul style="list-style-type: none"> <li>Marine Engineering Knowledge (General)</li> <li>Marine Engineering Knowledge (Motor)</li> </ul>	Function 4
NCV class IV	Marine Electro technology	Function 5
NCV class IV	Marine Engineering Practice	Function 6
<b>NCV SEO</b>		
NCV class III SEO	<ul style="list-style-type: none"> <li>Ship construction &amp; Stability,</li> <li>Ship safety, Environmental protection</li> </ul>	Function 3
NCV class III SEO	<ul style="list-style-type: none"> <li>Marine Engineering Knowledge (General)</li> <li>Marine Engineering Knowledge (Motor)</li> </ul>	Function 4
NCV class III SEO	Marine Electro technology	Function 5
NCV class III SEO	Marine Engineering Practice	Function 6
NCV Class III CEO	Engineering Management	Function/Management

## 16.2 Nautical Stream Oral Exam function

Here is list of functions for Nautical stream Oral examination

Oral Exam Name	Subject	Function
<b>Foreign Going</b>		
Class II and Class IV	<ul style="list-style-type: none"> <li>Naval Architecture</li> <li>Ship safety &amp; Environment protection &amp; Personal care</li> </ul>	Function 3
Class II and Class IV	<ul style="list-style-type: none"> <li>Marine Engineering Knowledge (General)</li> <li>Marine Engineering Knowledge (Motor)</li> </ul>	Function 4
Class II and Class IV	Marine Electro Technology	Function 5
Class II and Class IV	Marine Engineering Practice	Function 6
ETO	Marine Electro Technology & SSEP	Function 5/ETO
Class I	Engineering Management	Subject1
<b>NCV</b>		
NCV class IV	<ul style="list-style-type: none"> <li>Ship construction &amp; Stability</li> <li>Ship safety, Environmental protection</li> </ul>	Function 3
NCV class IV	<ul style="list-style-type: none"> <li>Marine Engineering Knowledge (General)</li> <li>Marine Engineering Knowledge (Motor)</li> </ul>	Function 4
NCV class IV	Marine Electro technology	Function 5
NCV class IV	Marine Engineering Practice	Function 6
<b>NCV SEO</b>		
NCV class III SEO	<ul style="list-style-type: none"> <li>Ship construction &amp; Stability,</li> <li>Ship safety, Environmental protection</li> </ul>	Function 3
NCV class III SEO	<ul style="list-style-type: none"> <li>Marine Engineering Knowledge (General)</li> <li>Marine Engineering Knowledge (Motor)</li> </ul>	Function 4
NCV class III SEO	Marine Electro technology	Function 5
NCV class III SEO	Marine Engineering Practice	Function 6
NCV Class III CEO	Engineering Management	Function/Management

## 17 Annexure III - Oral Examination Centre

DGS Oral Examination details are depicted below:

Sr. No.	Oral Exam Centre	Address	No. of Cabin
1	DGS Office, Mumbai	Directorate General of Shipping, Government of India, 9th Floor, Beta Building, i-Think Techno campus, Kanjurmarg (East), Mumbai 400042	3
2	MMD Mumbai (MMD exam centre & MMD office)	Mercantile Marine Department, Old C.G.O. Building, 101, Maharshi Karve Road, Mumbai - 400 020	12
3	MMD Kolkata	Mercantile Marine Department, 3rd Floor IWAI Building, A-13, Sector – 1 Noida	12
4	MMD Chennai	Mercantile Marine Department, Marine House, Hastings, Kolkata-700 022	9
5	MMD Kochi	Mercantile Marine Department, Anchorgate Building, 2nd Floor, P.B.No.5004, Rajaji Salai, Chennai –600 001	6
6	MMD Noida	Mercantile Marine Department, Willington Island, North End PO, Kochi-682 009	12
7	MMD Kandla	Mercantile Marine Department.101, Sector 9A, Near PNB Gandhidham, New Kandla-370 210	3
8	MMD Visakhapatnam	Mercantile Marine Department, New Port Area, Harbour Approach Road, Visakhapatnam-530 035	3
<b>Total</b>			<b>60</b>

## 18 Annexure IV- DGS CoC Examination Model Question Papers

The list of DGS Examination Model Papers can be downloaded from [http://www.dgshipping.gov.in/Content/ExamCertificSeafarersView.aspx?modul\\_id=5](http://www.dgshipping.gov.in/Content/ExamCertificSeafarersView.aspx?modul_id=5).

## 19 Annexure VI- List of MeitY Approved Cloud DC & DRC provider

The MeitY approved Cloud DC & DRC details can be obtained from <https://meity.gov.in/content/gi-cloud-meghraj>

## 20 Annexure VII - Assumption & Expectations

Below are the assumptions and dependencies related to VC Solution based Oral Examination Process:

Sr. No	Descriptions
1.	DGS shall have functional DGS e-Governance Portal
2.	DGS eGov and ePariksha System shall have functional modules
3.	DGS shall ensure the readiness of DGS e-Governance System modules related to sharing eligibility of Examinee, Examiner's Profile and function, subject wise questions & Answers
4.	DGS eGov system shall push/pull a. Eligible examinee's Admit card ID, Photograph, Function, grade, Subject, centre, email ID, Mobile No and biometric data if any a. Examiner's ID, Function, grade, subject, Photograph, centre, email ID, Mobile No. and biometric data if any b. Function, grade and subject wise Question with answer c. Examinee's Marks and Result status
5.	ePariksha system shall push/pull a. Eligible examinee's Admit card ID, Photograph, Function, Grade, Subject, Centre, Email ID, Mobile No and biometric data if any b. Examinee's Marks and Result status
6.	DGS shall ensure that Question Bank properly maintained & updated at DGS eGov System
7.	DGS shall ensure that 3 <sup>rd</sup> party System like Simulator and Face Recognition System maintained and updated to share required data
8.	DGS shall make available soundproof cabin/Rooms at each center for installation of VC System related components
9.	DGS shall ensure availability of Oral examination cabins/rooms with all installed Video Conferencing devices in function prior to start of Oral examination
10.	DGS shall ensure availability of all necessary physical infrastructure i.e. Chair, Table, Ceiling fan, <b>category 6 UTP cable from server room to cabin with two connectors and three 15 amp power supply etc. at all Oral examination cabin/room</b>
11.	DGS shall engage officer to verify examinee, entering/scanning admit card ID/Hall ticket and verify other required documents, if required at centre
12.	DGS officer shall allocate Oral examination cabin/room and select admit card ID/Hall ticket to start video conference session.
13.	DGS shall make available separate cabins/rooms for each examinee, Internal and External Examiner

**Request for Proposal**  
*for*  
**Selection of System Integrator for Video Conferencing Solution Based Oral Examination**



Ministry of Shipping, Government of India  
Kanjurmarg (East), Mumbai – 400 042

**Volume 3 of 3**  
**MSA, SLA & NDA**

**RFP No: 10-CC(3)/2019**

**Re-Tender Date: 10<sup>th</sup> Aug, 2020**

**Disclaimer:**

- a. This Request for Proposal (“RFP”) is issued by the Directorate General of Shipping (DGS), a charitable trust settled by the Director General of Shipping, Ministry of Shipping, GoI.
- b. 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.
- c. 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 advisers 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.
- d. 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.

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## 1. Structure of RFP

Directorate General of Shipping invites bids from eligible parties (hereafter referred as “Bidder”) for appointment as System Integrator to provide a comprehensive solution as specified in volume 2 of this RFP (Scope of Work).

This Request for Proposal (RFP) for Selection of System Integrator for Video Conferencing Solution Based Oral Examination comprises of the following:

**a. Volume 1: Instruction to Bidders**

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

**b. Volume 2: Scope of Work i.e. Functional, Technical and Post Implementation (O&M) Requirements**

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
- Post Implementation (O&M) 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 Directorate General of Shipping.

**c. Volume 3: Master Service Agreement (MSA), including general conditions of contract, Service Level Agreement (‘SLA’) and Non-Disclosure Agreement (‘NDA’).**

***This document is RFP Volume-3***

## 2. Master Service Agreement

Directorate General of Shipping intends to sign *Agreement* with the successful bidder Design, Procurement, Implementation and Maintenance of Video Conferencing Solution Based Oral Examination

This Section 2 is a draft of the Master Service Agreement (MSA). Section 3 and Section 4 of this volume are the draft SLA and draft NDA respectively.

This AGREEMENT is made at \_\_\_\_\_, Maharashtra, on this \_\_\_\_ day of \_\_\_\_\_, 2020,

### **BETWEEN**

Directorate General of Shipping having its office at 9th Floor, Beta Building, i-Think Techno Campus, KanjurMarg (East), Mumbai – 400 042, India hereinafter referred to as ‘DGS’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

### **AND**

<\*\*\*>, a Company incorporated under the Companies Act, 2013, 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 video Conferencing Solution based Oral Examination System i.e. VC System.

In furtherance of the same, DGS undertook the selection of a System Integrator through a competitive bidding process for implementing the VC System Project and in this behalf issued Request for Proposal (RFP) dated ---/---/2020.

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 VC System Project **for Procure, Design, Installation and Maintenance of Video Conferencing Solution Based Oral Examination** i.e. (VC System) comprising hardware, software, other peripherals and internet leased line at designated centre’s cabin/room (hereinafter referred to as the “said VC System Project”); 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 VC System Project.

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

## 2.1. Definitions and Interpretations

### 2.1.1. 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.

### 2.1.2. Interpretations

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 VC System 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.

### **2.1.3. 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

#### **2.1.4. Ambiguities with 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.

#### **2.1.5. Priority of Document**

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.

#### **2.2. Scope of Project**

The Bidder shall be required to Procure, Design, Installation and Maintenance of Video Conferencing Solution Based Oral Examination i.e. VC System and provide operations and maintenance support for VC 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.

Scope of work for the selected Bidder is defined in RFP Volume 2.

#### **2.3. Terms 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.

## **2.4. Conditions Precedent and Effective Date**

### **2.4.1. 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

### **2.4.2. 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.

### **2.4.3. 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

### **2.4.4. Non-fulfillment of the Bidder's Conditions Precedent**

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;

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.

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.

## **2.5. 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

### **2.5.1. 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 2.13.2 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.

### **2.5.2. 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/TEAP Oral Examination process and VC System application with required IT Infrastructure requirements laid down under IT Act/ and guidelines provided/ and updated time to time by STQC/CERT-IN.

## **2.6. Representations and Warranties**

### **2.6.1. Representation 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 VC System 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.

### **2.6.2. 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.

### **2.7. 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 integrated with VC System.
- d) Authorize the Bidder to interact for implementation of the VC System Project with external entities etc.

### **2.8. 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 RFP Volume 2 and in a good and workman like 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 VC System Project Timelines set out as Annexure C to this Agreement.

## **2.9. Approval 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.

## **2.10. Use of Assets by the Bidder**

### **2.10.1. 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 VC System 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.

## **2.11. Management Phase**

### **2.11.1. 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 VC System Project

### **2.11.2. 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

### **2.11.3. 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

### **2.11.4. 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 specified 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.

### **2.11.5. Co-operation**

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.

## **2.12. Financial Matters**

### **2.12.1. 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.

### **2.12.2. 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 Supply of VC System hardware & Software as well as quarterly Invoice for Supply of VC System hardware & Software and services including Hosting at DC & DRC, connectivity at each center. 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.

### **2.12.3. 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 tax i.e. GST or any such other applicable tax from time to time, which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Bidder 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 Bidder 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 any direct pay permits, exemption certificates or information reasonably requested by the other Party.



## **2.13. Termination**

### **2.13.1. 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 2.5.1, and such notice shall become effective at the end of the notice period as set out in Clause 2.5.1 (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.

### **2.13.2. 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).

### **2.13.3. 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

### **2.14. Indemnification & Limitation of Liability**

- a. Subject to Clause 2.14.(b) 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
- b. The indemnities set out in Clause 2.14 (a) shall be subject to the following conditions:
- i. 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;
  - ii. 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;

- iii. 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;
  - iv. 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;
  - v. all settlements of claims subject to indemnification under this Clause will:
  - vi. 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
  - vii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
  - viii. 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;
  - ix. 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;
  - x. 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
  - xi. if a Party makes a claim under the indemnity set out under Clause 2.14 (a) 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).
- c. 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 2.14 (C) shall not be applicable to the indemnification obligations set out in Clause 2.14 (a) and breach of Clause 2.11.4 and 2.16.
  - d. 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 2.14 (a) even if it has been advised of their possible existence.
  - e. The allocations of liability in this Section 2.14 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.

## **2.15. Force Majeure**

### **2.15.1. 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").

### **2.15.2. 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 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;
- 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).

### **2.15.3. Notification procedure for Force Majeure**

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.

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.

#### **2.15.4. 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.

#### **2.15.5. Consultation and duty to migrate**

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

#### **2.16. Confidentiality**

- a. 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.
- b. Additionally, the Bidder shall keep confidential all the details and information with regard to the VC System Project, including systems, facilities, operations, and maintenance of the systems/facilities.
- c. DGS shall retain all rights to prevent, stop and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure.
- d. 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.

- e. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - i. information already available in the public domain;
  - ii. information which has been received from a third party who had the right to disclose the aforesaid information;
  - iii. Information which has been disclosed to the public pursuant to a court order.
- f. To the extent the Bidder shares its confidential or proprietary information with DGS for effective performance of the Services, the provisions of the Clause 2.16 (a) to 2.16 (c) shall apply mutatis mutandis on DGS.

## **2.17. 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.

## **2.18. Intellectual Property Rights**

- a. 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
- b. Bespoke development: Subject to the provisions of Clause 2.18.(c) and 2.18.(d) 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, artifacts 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
- c. 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.

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

## **2.19. Warranty**

- a. 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.
- b. 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

## **2.20. Liquidated Damages**

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.

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 Bidder's Bank Guarantee) or which may be payable / or due to the Bidder. 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

## **2.21. Insurance Cover**

### **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

### **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 2.21. The Bidder agrees to replace any coverage prior to the date of expiry/cancellation

### **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



## **2.22. Escrow Agreement**

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

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")

Bidder will make its initial deposit of Source Code within fifteen (15) days after the effective date of the Escrow Agreement

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

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

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.

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.

## 2.23. Miscellaneous

### 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.

### 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.

#### **Sub-contractors**

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

#### **Assignment**

- a) 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.
- b) Subject to Clause 2.4.3, the Bidder shall not be permitted to assign its rights and obligations under this Agreement to any third party
- c) 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.

#### **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

#### **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:

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- 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.

#### **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.

#### **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.

#### **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.

#### **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.

### **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.

### **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.

### **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.

## **2.24. Governing law and Dispute Resolution**

- a. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.
- b. 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.
- c. 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.
- d. 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.
- e. 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
- f. Compliance with laws: Each party will comply with all applicable export and import laws and regulations.
- g. 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.
- h. 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:

## 2.25.Schedule I - Definitions

<b>Adverse Effect</b>	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;
<b>Agreement</b>	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;
<b>Applicable Law(s)</b>	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 VC System Project;
<b>Assets</b>	shall have the same meaning ascribed to it in Clause 2.10.1 (a)
<b>Software</b>	means the software designed, developed / customized, tested and deployed by the Bidder for the purposes of the VC System 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;
<b>Business Hours</b>	shall mean the working time for DGS users which is 9:30 AM to 6:00 PM. Again for slot booking Web Server and other components which enable successful usage of slot booking 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;
<b>Certificate(s) of Compliance</b>	Shall have the same meaning ascribed to it in Clause 2.5.2;
<b>Confidential Information</b>	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);
<b>Control</b>	means, in relation to any business entity, the power of a person to secure (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;

<b>Deliverables</b>	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 post Implementation i.e. 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;
<b>Proprietary Information</b>	shall have the same meaning ascribed to it in Clause 2.18 (a)
<b>Effective Date</b>	shall have the same meaning ascribed to it in Clause 2.4
<b>DGS Data</b>	means all proprietary data of the department or its nominated agencies generated out of operations and transactions, documents of all examinees 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;
<b>Final Acceptance Test</b>	shall be conducted on completion of the following: i. Hosting of VC System Software at MeitY empanelled DC & DRC ii. Deployment & operational hardware, networking including connectivity at requisite centre, iii. UAT of the overall integrated solution and portal.
<b>Final Testing and Certification Agency</b>	shall have the same meaning ascribed to it in Clause 2.5.2
<b>Force Majeure</b>	shall have the same meaning ascribed to it in Clause 2.15.1;
<b>Force Majeure Costs</b>	shall have the same meaning ascribed to it in Clause 2.15.4 (b);
<b>GoI</b>	means the Government of India;
<b>Indemnifying Party</b>	shall have the same meaning ascribed to it in Clause 2.14.1;
<b>Indemnified Party</b>	shall have the same meaning ascribed to it in Clause 2.14.1;
<b>Intellectual Property Rights</b>	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);
<b>Escrow Agreement</b>	An agreement that pursuant to Clause 2.22 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.
<b>Insurance Cover</b>	Public liability insurance for an insured amount of [INR 1 lakh] per occurrence and not less than [INR 1 crore] in aggregate - 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
<b>Additional Insurance</b>	Not Applicable



<b>Material Breach</b>	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 VC System Project which such Party shall have failed to cure;
<b>Required Deliverables</b>	shall have the same meaning ascribed to it in Volume 1 of the RFP;
<b>Parties</b>	means DGS and Bidder for the purposes of this Agreement and “ <b>Party</b> ” shall be interpreted accordingly;
<b>Performance Bank Guarantee</b>	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;
<b>Planned Application Downtime</b>	means the unavailability of the application services due to maintenance activities such as configuration changes, up-gradation 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;
<b>Planned network outage</b>	means the unavailability of the network services due to infrastructure maintenance activities such as configuration changes, up-gradation 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;
<b>Project</b>	means to Procure, Design, Installation and Maintenance of Video Conferencing Solution Based Oral Examination i.e. VC System in terms of the Agreement;
<b>Project Implementation</b>	means Project Implementation as per the testing standards and acceptance criteria prescribed by DGS or its nominated agencies;
<b>Project Implementation Phase</b>	shall be from the Effective Date of the Agreement to the date of final acceptance testing & certification as set out in Clause 2.4.4 of this Agreement;
<b>Project Implementation Unit (PIU)</b>	shall be constituted by DGS to monitor the activities, deliverables and progress of the Project.;
<b>Project Timelines</b>	shall have the same meaning ascribed to in Annexure C;
<b>Providing Party</b>	shall have the same meaning ascribed to it in Clause 2.11.5;
<b>Receiving Party</b>	shall have the same meaning ascribed to it in Clause 2.11.5;
<b>Replacement Bidder</b>	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;
<b>Required Consents</b>	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;
<b>Services</b>	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;
<b>Service Level</b>	means the level of service and other performance criteria which will apply to the Services delivered by the Service provider
<b>SLA</b>	means the Performance and Maintenance SLA executed as part of this Master Service Agreement;
<b>Term</b>	shall have the same meaning ascribed to it in Clause 2.3;

<b>Third Party Systems</b>	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;
<b>Unplanned Application Downtime</b>	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;
<b>Network</b>	in Nodal Agency users refers to all the IT assets installed by the Implementation Agency as part of the Project for networking;
<b>Unplanned network outage</b>	means the total time for all the instances where services in the VC System software requirement specification document prepared by the Implementation Agency are not available for more than 5 consecutive minutes;
<b>Application</b>	means the VC System software application developed as a part of scope of work set out in RFP –Volume 2, clause 2.2
<b>Application Downtime</b>	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;
<b>Network Uptime</b>	Uptime refers to network availability between DGS office and MMD centres to MeitY empanelled Data center. “%Uptime” means ratio of ‘up time’ (in minutes) in a month to Total time in the month (in minutes) multiplied by 100;
<b>Warranty / AMC Period</b>	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.
<b>Safety and Security</b>	Shall, in addition to those specified in 2.11.4, include the requirements specified in Volume – II of the RFP.
<b>Value of the Project / Cost of the Project / Project Cost</b>	shall have the same meaning ascribed to it in Volume – 1 of the RFP
<b>Go – Live</b>	<ul style="list-style-type: none"> <li>i. Procurement, successful deployment and commissioning of the VC System hardware including Connectivity at each centres and hosting VC System software and its components at MeitY empanelled DC &amp; DRC</li> <li>ii. Approval of SRS</li> <li>ii. Development and Implementation as per Scope of Work RFP Vol 2</li> <li>v. Training</li> <li>v. User Acceptance Testing</li> <li>vi. Safe To Host Certification</li> <li>ii. Achievement of the Service Levels require for Go-Live</li> <li>ii. Deployment in production and Sign-off from DGS</li> <li>x. Go-Live refers to successfully conduct of Oral examination of at least 4 (four) Seafarers/Examinee at DGS recommended three different Oral examination centers</li> </ul>

## 2.26. 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 2.12 of the 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 VC 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 Bidder 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 Bidder/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 Bidder/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 Bidder/SI.
- c. Obligations**
- The Bidder/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

## **2.27. Schedule III – Exit management Schedule**

### **PURPOSE**

- a. This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management SLA.
- b. 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.
- c. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

### **TRANSFER OF ASSETS**

- a. 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 lead 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.
- b. 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.
- c. 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.

## **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.

## **CONFIDENTIAL INFORMATION, SECURITY AND DATA**

- a. 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).
- b. 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.
- c. 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.

## **EMPLOYEES**

- a. 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.
- b. 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.
- c. 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.

## **TRANSFER OF CERTAIN AGREEMENTS**

- a. On request by DGS or its nominated agency the Bidder shall effect such assignments, transfers, licenses and sub-licenses as the Chairperson, Project Implementation Unit (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.

## **GENERAL OBLIGATIONS OF THE SERVICE PROVIDER**

- d. 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.
- e. 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.
- f. The Bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

## **EXIT MANAGEMENT PLAN**

- a. 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 VC System 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.
- b. The Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c. Each Exit Management Plan shall be presented by the Bidder to and approved by DGS.
- d. 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.
- e. In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
- f. During the exit management period, the Bidder shall use its best efforts to deliver the services.
- g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

## **2.28. Schedule IV – Audit, Access and Reporting**

### **PURPOSE**

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

### **AUDIT NOTICE TIMING**

- a. 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.
- b. 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.
- c. 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.
- d. 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.

### **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.

#### **AUDIT RIGHTS**

- a. 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.

#### **AUDIT RIGHTS OF SUB-CONTRACTORS**

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

#### **ACTION AND REVIEW**

- a. 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.
- b. 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.

#### **TERMS OF PAYMENT**

DGS shall bear the cost of any third party audits and inspections as per the scope of work defined in Volume –2 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



## **2.29. Schedule V – Governance Schedule**

### **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.

### **GOVERNANCE STRUCTURE**

- a. 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.
- b. 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.
- c. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- d. 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.
- e. 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.

### **GOVERNANCE PROCEDURES**

- a. The Bidder shall document the agreed structures in a procedures manual.
- b. 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.
- c. 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.

- d. 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.
- e. 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.
- f. 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.
- g. All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).
- h. 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.

## **2.30. Schedule VI – Terms of payment Schedule**

As per the Payment Schedule defined in Volume 1 of RFP.

## 2.31. Annexure

### 2.31.1. 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

### **2.31.2. Annexure B: List of Service Provided by the Bidder**

As per the scope of work defined in Volume 2 of RFP.

### **2.31.3. Annexure C: Required Deliverable and Associated Timelines**

As per deliverables and timelines defined in Volume 1 of RFP.

### **2.31.4. Annexure D: BID**

Bid Response

### **2.31.5. Annexure E: Bill of Materials**

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

### **2.31.6. Annexure F: Roles and Responsibilities**

#### **a. Directorate General of Shipping (DGS):**

- i. Co-ordinate and Provide administrative support to the selected System Integrator for implementation and maintenance of Video Conferencing Solution (VC System).
- ii. Provide overall strategy and policy guidance to the envisioned project
- iii. Provide day to day leadership to the project
- iv. Co-ordinate to integrate with e-Governance System and ePariksha System i.e. eligible Examinee, profile of Empanelled Examiners (Internal & External), function, grade, subject wise Question and Examinee's Marks update
- v. Co-ordinate with 3<sup>rd</sup> party to share required data for VC System
- vi. Verify/Update Oral examination Calendar for Slots booking
- vii. Provision of soundproof cabin/room to conduct Oral examination for examiners (Internal & External) and Examinees with infrastructure like power supply, table, chair, etc
- viii. Track Oral Examination activities across all Oral Examination centers

#### **b. Mercantile Marine Department (MMD)**

- i. Provision soundproof cabins/rooms to conduct Oral examination for Examinee or examiners (Internal & External) with infrastructure power supply, table, chair, etc
- ii. Assign MMD officer to verify credentials & allocate Oral cabin/room for Examinee
- iii. Availability of all VC System related equipments at Oral Examination centre
- iv. Generate/Download function, grade & Subject wise daily slots Booking report and invite External Examiners at centre accordingly

**c. VC System Integrator:**

- i. Prepare and submit the Project Management Plan for implementation of the project to DGS.
- ii. Prepare and participate in weekly/monthly the Project progress report
- iii. Adhere to the directions of DGS/MMD as and when provided
- iv. Prepare and deliver for approval all the deliverables such as Inception report, SRS, Design Documents etc. within a defined timeline, as agreed in the Project Management Plan and to the satisfaction of DGS/MMD, throughout the implementation phase.
- v. Install/configure/deploy all required hardware, software and dedicated leased line related to Video Conferencing Solution (VC System) at all DGS designated centers and get approval from DGS/MMD.
- vi. Install/configure and maintain Video Conferencing software and other related applications software at MeitY empanelled DC & DRC (Tier III)
- vii. Provide detailed training plan to project stakeholders identified by the DGS and report the results.
- viii. Ensure UAT readiness & conduct the UAT and report the results thereof to the DGS and obtain acceptance thereof.
- ix. Ensure completeness of the solution with respect to requirements and performance, acceptance expectations from the solution and get signoff from appropriate authority through the DGS.
- x. Ensure that VC System Hardware are deployed to meet the Functional & Technical Requirements provided in Volume-2 of this RFP
- xi. Ensure that the list of eligible examinee, examiner and Function, grade, subject wise Question & Answer integrated with VC System developing & sharing API to eGovernance & ePariksha System.
- xii. Ensure that the VC System should be integrated with 3<sup>rd</sup> party system like Simulator and Face Recognition System sharing API
- xiii. Ensure that VC system at adhere the functional requirements mentioned in Volume 2 of this RFP
- xiv. Ensure that Examinee wise marks and result status obtained should be updated/pushed on DGS eGovernance & ePariksha system.
- xv. Assist Surveyor (DGS/MMD)/MMD officers and third party for system audit on various parameters, of the system, if required. DGS shall bear the cost of the System Audit
- xvi. Coordinate with DGS e-Governance & ePariksha System Integrator and 3<sup>rd</sup> party recommended by DGS as required, for ensuring that system seamlessly exchanges data with them.
- xvii. Deploy and manage support system for addressing the issues and incidents/ticket raised by users like DGS/MMD/Examiner; resolve such issues and report the status to the DGS & MMD on a periodic basis using Grievances Redressal Mechanism.
- xviii. Prepare SLA report based in the SLA parameters given in RFP Volume-3 on a continuous basis and deliver it to DGS & MMD for review and necessary action
- xix. Prepare and deliver for approval all the deliverables such as, standard operating procedure (SOP), SLA Metrics, Issue Log and Resolutions, etc. within a defined timeline, as agreed, and to the satisfaction of DGS/MMD, throughout the contract period.
- xx. Provide Technology refresh Roadmap and Identify any patches/upgrades required and report it to DGS/MMD and if agreed, implement thereof
- xxi. Identify change requests and report to DGS for necessary action

**d. Examiner (Internal)**

- i. External Examiners' Profile creation on VC system

- ii. External Examiners 'availability updation on VC system
  - iii. Acceptance of request for Video Conference session
  - iv. Enable Hold or end Video Conference session
  - v. Adjust screen frame as per requirements
  - vi. Select Question one after another and allow to display Questions to Examinee if required during conducting Oral examination
  - vii. Enter marks on VC System and verify marks given by External Examiner
- e. Examiner (External)**
- i. Acceptance of request for Video Conference session
  - ii. Select Question one after another and allow to display Questions to Examinee if required during conducting Oral examination
  - iii. Enable Hold or end Video Conference session
  - iv. Enter marks on VC System
- f. Examinee**
- i. Oral examination application and payment on DGS e-Governance & ePariksha System
  - ii. Slot Booking on VC System redirected after login on DGS portal
  - iii. Download and Print Hall Ticket after successful Slot Booking
  - iv. Appear for Oral examination at selected Centre with Hall ticket/Admit Card and required documents mentioned in Hall Ticket. Focus documents asked by Examiner (Internal & External) on Document camera.

### 3. 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, 2013*, having its registered office at <\*\*\*\*\*> (hereinafter referred to as ‘the System Integrator (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:

- a. DGS is desirous for Video Conferencing Solution to conduct Oral Examination at designated centres for a period of 5 (Five) years.
- b. DGS and System Integrator (SI) have entered into a Master Services Agreement dated <\*\*\*\*\*> (the “MSA”).
- c.

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) System Integrator

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

In the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

## **3.1. Definitions and Interpretation**

### **3.1.1. Objectives of SLA**

- a. The objective of SLA is to clearly define the expected level of the services being offered by the System Integrator (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.
- b. Bidder shall provide services as defined in RFP Vol 2, 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.

### **3.1.2. Scope of SLA**

- a. 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
- b. The following parties are obligated to follow the procedures as specified by this Agreement:
  - i. DGS (Buyer/Purchaser)
  - ii. System Integrator (selected Bidder)

## **3.2. Monitoring & Penalty of SLA**

The System Integrator (SI) shall be responsible for providing accurate and complete information to the DGS for measurement of SLA. All tools required to digitally monitor the service levels and to calculate the penalties shall have to be brought by System Integrator (SI). The cost of procuring, installing, configuring and managing the tools (including the licenses and infrastructure) shall be included in the commercial bid by the bidders. The SLA shall commence from the date of issuance of work order to the System Integrator (SI).

No reason shall be entertained (unless those mentioned in Force Majeure) for unavailability of any service, given in the scope of work in this RFP Vol 2, and the appropriate penalty shall be levied.

The penalties shall be calculated on the achievement of milestone basis as defined in the SLA and deducted from the Amount Payable to the System Integrator (SI). The penalty will not exceed 10% of the total amount being paid to the Bidder during the payment period (Quarterly). The Service level agreement would be valid for the complete period of contract. This SLA may be reviewed and revised according to the procedure detailed in SLA Change Control Mechanism.



### 3.2.1. SLA Categories

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

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

### 3.2.2. Defect Severity Guidelines

The Test Team will examine and classify each identified defect by the severity of the problem and fix it accordingly. The severity types are provided in the following table:

Severity	Guideline
Blocker	<ul style="list-style-type: none"><li>• System crash</li><li>• Missing major functionality</li></ul>
Critical	<ul style="list-style-type: none"><li>• Missing functionality (based on the requirements in the Functional Requirement Specification document).</li><li>• Erroneous functionality</li><li>• Loss or corrupted data transformation</li><li>• Unexpected functional behavior</li><li>• Severe data loss and performance issues</li></ul>
Major	<ul style="list-style-type: none"><li>• Unexpected functional behavior in an alternative flow which is not a show stopper</li><li>• Work around exists, but is complicated</li><li>• The defect does not result in a failure, but causes the system to produce incorrect, incomplete, or inconsistent results, or the defect impairs the systems usability.</li></ul>
Medium	<ul style="list-style-type: none"><li>• Defect in code, but simple work around exists</li><li>• Used translated word is not appropriate</li></ul>
Minor	<ul style="list-style-type: none"><li>• Does not impair us ability, and the desired processing results are easily obtained by working around the defect</li><li>• Cosmetic errors</li><li>• Defect causes minimal or un noticeable problems</li></ul>
Enhancement	<ul style="list-style-type: none"><li>• Improvement to a feature</li></ul>

### 3.2.3. Defect Type/Category Guidelines

The Test Team will examine and classify each identified defect by defect type and fix it accordingly. Defect types can be classified as below:

Type	Definition
Functionality	Defects caused due to incorrect programming logic, not addressing a functional requirement in code or product configuration
Documentation Error	Defects caused due to incomplete or in appropriate documentation of test steps
Environment	Defects caused due to inconsistent environments or lack of required infrastructure
Non-Functional	Defects related to non-functional requirements such as usability, security, availability, etc.
Performance*	Affects the performance of the system in terms of certain performance related criteria of the system.
System Software Bugs	Defects due to the bugs in the System Software.

\* The performance criteria/guidelines have been illustrated in next section

### 3.2.4. Performance Guidelines

Availability is defined as time for which user is able to access the VC software, Application software, Integration and other components of the Video Conferencing Solution Based Oral Examination Project.

The performance of the Video Conferencing Solution based Oral Examination Project is considered as one of the critical areas and hence SLAs have been defined accordingly.

Following performance criteria is provided as an indicative guideline. If the actual performance is falling below the stipulated figures, System Integrator will have to justify the reasons. However, the performance level must be accepted by the DGS Steering Committee.

Item	Performance / Response Type
Eligible Examinee' details and Question & Answer pull from DGS eGov System	<5 seconds
Video Screen Refresh	<2 seconds
Video screen Frame setting	<2 seconds
Video Conferencing session start once selected by Examiner	<5 seconds
Re-establishment of Video Conferencing session during Oral Examination hr	<30 seconds
Display Question & Answer one by one after selection of button	<5 seconds
Display drawn/written on Display Device i.e. Tablet	<5 seconds
Push marks to DGS eGov & ePariksha System	<30 seconds
Report and Recorded video preview	< 60 seconds in most instances. It is understood that complicated/ large volume reports and record may require a longer period

### 3.2.5. Agreement Owners:

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

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

### 3.2.6. 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 System Integrator (SI) shall be <\*\*\*> and will be available 24X7.

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

### 3.2.7. 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.

### 3.2.8. 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:

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

### 3.2.9. SLA Measurement and Monitoring

#### 3.2.9.1. SLA Applicable During Implementation Phase

Category I: Pre-Implementation & Implementation Phase			
Services	Parameter	Validation	Penalty
Adherence to project Timelines & Deliverable schedule	Adherence to timelines as defined in the Deliverable schedule of the following: a. SRS, b. VC System software & Hardware setup	As per Delivery Timelines given in RFP Vol - 1	Penalty covered under Liquidated Damages Clause – For any delay in successful installation of networking hardware and provisioning of required bandwidth at locations beyond 60 days post completion of survey, the department will charge penalty @ 0.25% per week on the average cost of one location calculated by dividing the total contract value/project cost by the number of locations subject to a maximum of 2.5% of the total Implementation cost (Form24B RFP-1)

**Note:** DGS -Steering Committee may consider to waive the corresponding Pre-implementation & implementation phase SLAs for a maximum period of 2 months and also recommend payments based on the bidders deliverables/milestones achievement.

#### 3.2.9.2. SLA Applicable During Post Implementation

- The purpose of this Service Level Agreement (SLA) is to clearly define the levels of service which shall be expected by the selected System Integrator while servicing the work allocated under the contract. DGS shall regularly review the performance of the services being provided by the System Integrator and the effectiveness of this SLA. DGS would monitor System Integrator's compliance with the SLA.
- The SLA parameters shall be measured on a daily/weekly/quarterly/quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools provided by the selected System Integrator for the purpose and audited by a third party for accuracy, security and reliability. If the performance of the system/services is degraded significantly at any given point in time during the Contract and if the immediate measures are not implemented and issues are not rectified to the satisfaction, then DGS will have the right to take appropriate corrective actions including termination of the Contract
- The DGS may also impose a larger penalty if the System Integrator fails to comply with one of more SLA's that affects large number of Seafarers/ examinees or causes major delays
- Selected System Integrators has to maintain below listed Post Implementation service level standards:
  - To conduct VC solution based Oral Examination with complete transparency and accuracy
  - Provide necessary device, hardware, software & connectivity for Video Conferencing Solution Based Oral Examination Project as per scope of work mentioned in RFP vol-2.
  - Provide resource/manpower services as defined in the RFP

- e. \*Uptime Requirement:
- System will be considered to be up, when accessible by the user without any performance or response time degradation.
  - $\text{Uptime (\%)} = \frac{\text{Sum of total hours during the week} - \text{Sum of downtime hours during day}}{\text{Sum of total hours during week}} \times 100$
  - Total hours during the week should be calculated as = 24 x 7 hrs
  - Periodicity of uptime calculation will be on week basis
- f. Service Level Agreement for Post implementation i.e. Operation & Maintenance with support system are detailed below:

Sr. No.	SLA Critical Service	Coverage Hours	Baseline Performance	Measurement and Reporting	Penalty
A	Video Conference System Software & Services				
1.	Availability of Video Conference Software (modules & sub modules) on DC-DRC uptime/downtime	24 X 7 X 365	99.5% minimum uptime* per week	Measure weekly Report monthly using an automated tool with no manual intervention	Less than 99.5% but more than 97%: penalty 1% Quarterly Invoice submitted by System Integrator  Less than 97%: penalty 5% of quarterly Invoice submitted by System Integrator
2.	Application software & Data Security	24 X 7 X 365		Measure weekly Report Monthly using an automated tool with no manual intervention	Less than 1 Security Breaches: penalty 1% quarterly Invoice submitted by System Integrator for each Security Breach More than 2 Security Breaches: penalty 5% quarterly Invoice submitted by System Integrator for each additional Security Breach
3.	System Backup	24 X 7 X 365	0 Data Loss	Measure weekly Report Monthly	Penalty of 0.5% quarterly Invoice submitted by System Integrator
4.	Response time threshold for establishing Video Conference session	24 X 7 X 365	95% requests within 5 seconds per occurrence.	Measure weekly Reporting of response time should be done on a	Penalty of 0.3% of quarterly Invoice submitted by System Integrator

Sr. No.	SLA Critical Service	Coverage Hours	Baseline Performance	Measurement and Reporting	Penalty
	during Oral Examination			monthly basis. The report should highlights trends, if any.	
5.	Re-establishment of Video Conference session during oral examination	During Oral examination hrs	More than 30 seconds delay in Re-establishment	Measure per incident Reporting of response time should be done on a monthly basis.	Rs.2000 per incident
6.	Application error during Report and Recorded video preview	24x7x365	More than 2 times at each centre	Measure per incident Report and Recorded video preview response time should be done on a quarterly basis.	0.3% of quarterly Invoice submitted by System Integrator
7.	Video conferencing End point (coding & decoding) equipment	24x7x365	repaired/ replaced by the System Integrator within 24 hours of identification of such fault	Measure per incident Reporting of response time should be done on a daily basis.	The equipment is not replaced within 24 hours of identification of the fault, a penalty of 2% of the Quarterly AMC value for that device shall be applicable for every additional 24 hours until the device is repaired/ replaced
8.	Maintain security and confidentiality of Slots booking, Examiners' allocation and Question & Answer	24x7x365	If exam Slots booking, Examiners' allocation and Question & Answer get leaked before the oral examination	Measurement weekly Reporting of response time should be done on a quarterly basis.	A penalty up to 5% of the quarterly Invoice submitted will be imposed or DGS may terminate and blacklist for the same
9.	Completion of Change Request by the Bidder			Measurement of response time from the time Action Plan of Implementation of Change Request provided by the	0.5 % of the payment due against the Change Request

Sr. No.	SLA Critical Service	Coverage Hours	Baseline Performance	Measurement and Reporting	Penalty
				System Integrator is approved by DGS to the time it is delivered for UAT by the DGS. ( Go – live)	
10.	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	No penalty = 100% on time, for recommendations agreed upon with the DGS implemented in the defined period  <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.
B	Leased line				
	Leased line in each cabin at centre/location	24x7x365	98.5%, uptime		Below 98.49% uptime a penalty @ 0.15% of the total internet connectivity cost of that centre/location per percentage point decrease. The uptime will be calculated for every quarter
				Problem Resolution 6 working hrs	INR 250/- (per hour) beyond 6 working hours up to 12 working hours.
				Problem Resolution 12 working hrs	INR 500/- (per hour) beyond 12 working hours

Sr. No.	SLA Critical Service	Coverage Hours	Baseline Performance	Measurement and Reporting	Penalty
C	Manpower/Resource ( 9 am to 6 pm on working days)				
1.	Availability of Support System Service to resolve queries (Ticket closure)	9 AM to 6 PM (working hrs)	99%	Measure weekly & Report monthly  Measurement of resolution time from the time ticket is logged to the time it is resolved/closed in the tool.	A penalty of Rs.1000 deducted from Quarterly Invoice submitted if more than two incidence in a week
D	Capacity Building & Training				
1.	Adherence to training timetable for stakeholders	Number of deviations in time table	More than 2 incidence of not conducting training as per schedule	Measure & Report monthly	10 % of Training cost as per commercial sheet



#### 4. Non- Disclosure Agreement

THIS AGREEMENT is made on this the <\*\*\*> day of <\*\*\*> 2020 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, 2013, having its registered office at <\*\*\*> (hereinafter referred to as 'the Bidder/SP' 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:

- a. DGS is desirous to implement the project of -----.
- b. 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.
- c. 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").
- d. 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):

(Designation):

(Address)

(Fax No.)

In the presence of:

SIGNED, SEALED AND DELIVERED

For and on behalf of the Nodal  
Agency by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)